UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

KAREN SILVIO	§	
	§	
VS.	§	
	§	**________ CV-________________**
HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY	§	

DEFENDANTS HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY, DONALD J. HAYS & ROBB CLARK'S APPENDIX FOR THEIR NOTICE OF REMOVAL

INDEX OF MATTERS BEING FILED

Exhibit	Description	Pages
A	State Court Docket Sheet in Cause No. 2015-76246	APPX. 002-005
B	All Executed Process	APPX. 007-009
C	Pleadings Asserting Causes of Action • 2015.12.21 Plt's Original Petition • 2016.02.05 Def Hays Utility's Verified Answer • 2016.04.25 Plt's Third-Party Petition • 2016.08.15 Plt's Amendment to Petition • 2016.11.11 Def Hays Utility's Mtn for Leave to Designate Responsible Third-Parties • 2017.01.24 Plt's Amendment to Petition • 2017.02.23 Plt's Amendment to Petition • 2017.03.08 Def Hays Utility's Plea to the Jurisdiction • 2017.03.17 Plt's Response to Plea to the Jurisdiction • 2017.03.20 Plt's Supplement to Original Petition Alleging Federal Causes of Action • 2017.04.04 Plt's Supplement to Original Petition Alleging Federal Causes of Action • 2017.04.18 Cash America's Original Answer	APPX. 010-484 (together) • APPX. 011-033 • APPX. 034-039 • APPX. 040-052 • APPX. 053-064 • APPX. 065-098 • APPX. 099-124 • APPX. 125-152 • APPX. 153-213 • APPX. 214-226 • APPX. 227-355 • APPX. 356-484 • APPX. 485-502

D	Orders Signed by the State Judge • 2015.12.21 Order Granting TRO • 2016.01.05 Order Granting Plt's Mtn to Extend TRO • 2016.01.19 Agreed Order Granting Plt's Application for Temporary Injunction • 2016.01.19 Docket Control Order for Trial on 09.19.2016 • 2016.08.10 Docket Control Order for Trial on 04.17.2017 • 2016.08.19 Order For Continuance until 04.17.2017 • 2016.12.19 Order Granting Def Hays Utility's Motion for Leave to Designate Responsible Third-Parties	APPX. 503-514 (together) • APPX. 504-505 • APPX. 506 • APPX. 507-508 • APPX. 509-510 • APPX. 511-512 • APPX. 513 • APPX. 514
E	List of State Court Counsel	APPX. 516

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: _/s/ Charles P. Dunkel, Jr._
Charles P. Dunkel, Jr.
Attorney-in-Charge
State Bar No. 24034427
Federal I.D. No. 569890
Three Riverway, Suite 100
Houston, TX 77056
Telephone: 713.225.0547
Telefax: 866.674.7808

ATTORNEY FOR DEFENDANTS HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY, DONALD J. HAYS & ROBB CLARK

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service foregoing Appendix to Notice of Removal on known Filing Users will be automatically accomplished through the court's Notice of Electronic Filing as well as via fax as shown below on April 19, 2017.

Via eFile.TXCourts.gov: kristysilvio@yahoo.com; Karen K. Silvio, Pro Se Plaintiff
Fax 888-830-9036: Karen K. Silvio, Pro Se Plaintiff

Lindsay M. Daum
Cash America Pawn L.P.
Assistant General Counsel
1600 W. 7th Street
Fort Worth, TX 76102
Telephone: (817) 258-2613
Lindsay.daum@firstcash.com
Attorney for Defendant Cash America

By: */s/ Charles P. Dunkel, Jr.*

Charles P. Dunkel, Jr.
Attorney-in-Charge
Texas Bar No. 24040546
Federal I.D. No. 569890

EXHIBIT A

State Court Docket Sheet in Cause No. 2015-76246

HCDistrictclerk.com SILVIO, KAREN KRISTINE vs. HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO 4/18/2017

Cause: 201576246 CDI: 7 Court: 133

DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
74549770	Civil Case Information Sheet		04/04/2017	1
74549771	Supplement to original petition and first amended response to defendant's amended special exceptions, leave to file late this response and plaintiff's third party petition to amended pleadings for damages and to include discrimination, abuse, and bullying		04/04/2017	33
·> 74654748	Exhibit A		04/04/2017	8
·> 74654749	Exhibit B		04/04/2017	9
·> 74654750	Exhibit C		04/04/2017	3
·> 74654751	Exhibit D		04/04/2017	15
·> 74654752	Exhibit E		04/04/2017	9
·> 74654753	Exhibit F		04/04/2017	17
·> 74654754	Exhibit G		04/04/2017	1
·> 74654756	Exhibit H		04/04/2017	4
·> 74654757	Exhibit I		04/04/2017	1
·> 74654758	Exhibit J		04/04/2017	1
·> 74654759	Exhibit K		04/04/2017	1
·> 74654760	Exhibit L		04/04/2017	1
·> 74654761	Exhibit M		04/04/2017	3
·> 74654762	Exhibit N		04/04/2017	1
·> 74654763	Exhibit O		04/04/2017	1
·> 74654764	Exhibit P		04/04/2017	3
·> 74654765	Exhibit Q		04/04/2017	2
·> 74654767	Exhibit R		04/04/2017	2
·> 74654768	Exhibit S		04/04/2017	1
·> 74654769	Exhibit T		04/04/2017	13
74347664	Civil case information sheet		03/21/2017	1
74347665	Plaintiffs response to courts request to forward a copy of the note on her residency during 2010		03/21/2017	3
·> 74347666	Exhibit 01		03/21/2017	21
74310951	Civil Case Information Sheet		03/20/2017	1
74310952	Civil case information sheet		03/20/2017	1
74310953	Supplement Original Petition and first amended response to defendant's amended special exceptions, leave to file late this response and plaintiff's third party petition to amend pleadings for damages and to include discrimination, abuse, and bullying acti		03/20/2017	33
·> 74310954	EXHIBIT A		03/20/2017	96
74310955	Supplement to original petition and first amended response to defendant's amended special exceptions, leave to file this response and plaintiff's third party petition to amended pleadings for damages and to include discrimination, abuse and bullying actio		03/20/2017	33
·> 74310956	Exhibit A		03/20/2017	96

74290209	Civil Case Information Sheet	03/17/2017	1
74290789	Civil case Information Sheet	03/17/2017	1
74290791	Plaintiffs Response to Defendants Motion to Compel and Plaintiffs Motion to Compel	03/17/2017	9
-> 74290793	Exhibit A	03/17/2017	9
74297144	Plaintiff's Response to Plea to Jurisdiction, Motion for Continuance and Leave to File Late This Response	03/17/2017	8
-> 74297145	Exhibit A	03/17/2017	1
74155910	Defendant Hays Utility South Corporation's Opposed Motion to Compel	03/08/2017	6
-> 74155911	Exhibit A	03/08/2017	11
-> 74155912	Exhibit B	03/08/2017	9
-> 74155913	Exhibit C	03/08/2017	5
-> 74155914	Exhibit D	03/08/2017	10
-> 74155915	Exhibit E	03/08/2017	5
-> 74155916	Proposed Order Granting Defendant Hays Utility South Corporation's Opposed Motion to Compel	03/08/2017	1
74157826	Notice of Hearing on Defendant's Motion to Compel	03/08/2017	2
74164611	Defendant Hays Utility South Corporations Opposed Plea to the Jurisdiction	03/08/2017	6
-> 74164612	Exhibit A	03/08/2017	26
-> 74164613	Exhibit B	03/08/2017	3
-> 74164614	Exhibit C	03/08/2017	7
-> 74164615	Exhibit D	03/08/2017	14
-> 74164616	Proposed Order Granting Defendant Hays Utility South Corporation's Opposed Plea to the Jurisdiction	03/08/2017	1
74165918	Notice of Hearing on Defendant's Opposed Plea to the Jurisdiction	03/08/2017	2
73968954	Civil Case Information Sheet	02/23/2017	1
73968955	Emergency Court Hearing to Amended to Include: All other Parties added as defendants Notice of Cease and Desist Order or Temporary Restraining Order Pursuant to Fair Debt Collection Practices Act 806 Harassment or Abuse, The Texas Commission on Environmen	02/23/2017	13
-> 73995078	Exhibit A	02/23/2017	1
-> 73995079	Exhibit B	02/23/2017	12
-> 73995080	Exhibit C	02/23/2017	1
-> 73995077	Notice of Hearing	02/23/2017	1
73897678	Notice of Status Conference	02/17/2017	2
73886024	Hays Utility South Corporation's Demand for Trial By Jury	02/16/2017	2
73536577	Civil Case Information Sheet	01/24/2017	1
73536578	Notice of cease and desist order or temporary restraining order pursuant to fair debt collection practices act - 806 harassment or abuse, The Texas Commission on Environmental Quality, and Public Utility Commission	01/24/2017	11
-> 73536579	Exhibit	01/24/2017	15
73180960	ORDER SIGNED GRANTING LEAVE TO DESIGNATE RESPONSIBLE 3RD PARTY	12/19/2016	1
74290212	Exhibit B	03/17/2017	4
72996576	Clerk's Certificate Of Cash Deposit In Lieu Of Injunction Bond Per Order Of The Court	12/06/2016	1
72860982	Defendant Hays Utilitys Notice of Proof of Service on Pro Se Plaintiff (Service of Defendants Motion for Leave to Designate Responsible Third Parties and Notice of Submission)	11/22/2016	2

-> 72860983	Exhibit 01	11/22/2016	7
-> 72860984	Exhibit 02	11/22/2016	2
-> 72860985	Exhibit 03	11/22/2016	2
72696419	Defendant Hays Utility South Corporations Motion for Leave to Designate Responsible Third Parties	11/11/2016	5
-> 72696420	Exhibit 1	11/11/2016	13
-> 72696421	Exhibit 2 -Filing Returned 10271904	11/11/2016	1
-> 72696422	Exhibit 3 -HOA Req for Service	11/11/2016	1
-> 72696423	Exhibit 4 - Amendment	11/11/2016	10
-> 72696424	Proposed Order	11/11/2016	1
72696425	Notice of Hearing by Submission	11/11/2016	2
71582197	ORDER SIGNED GRANTING TRIAL CONTINUANCE	08/19/2016	1
71468397	Civil Cae Information Sheet	08/15/2016	1
71468398	Plaintiffs' response to defendant Hays Utility South Corporation's opposed motion for continuance	08/15/2016	3
71471642	Amendment to include Harris County Water Control Improvement District N. 136 as defendants and notice of cease and desist order pursuant to fair debt collection practices act 806 harassment of abuse, the Texas Commission on Environmental Quality, and Publ	08/15/2016	10
-> 71471641	Civil Case Information Sheet	08/15/2016	1
-> 71471643	Exhibit A	08/15/2016	2
71481121	Civil Process Request Form	08/15/2016	1
71454533	DOCKET CONTROL/PRETRIAL ORDER SIGNED	08/11/2016	4
71418946	Defendant Hays Utility South Corporation's Opposed Motion for Continuance	08/10/2016	7
-> 71418947	Exhibit 1	08/10/2016	2
-> 71418948	Proposed Order	08/10/2016	1
71135192	Civil Case Information Sheet	07/19/2016	1
71135193	Motion regarding Pauper's Affidavit filed December 21, 2015	07/19/2016	5
-> 71135195	Exhibit 2	07/19/2016	8
-> 71152267	Exhibit 2	07/19/2016	1
-> 71152268	Exhibit A	07/19/2016	1
69939345	Civil Case Information Sheet	04/25/2016	1
69939348	Plaintiff's Response to Defendant's Amended Special Exceptions, Leave to File Late this Response and Plaintiff's Third Party Petition	04/25/2016	13
69763581	First Amended Notice of Hearing	04/11/2016	2
69346459	Defendant Hays Utility South Corporation's Amended Special Exceptions	03/10/2016	4
69346461	Defendant Hays Utility South Corporation's Amended Special Exceptions	03/10/2016	4
69280710	Defendant Hays Utility Corporations Specialty Exceptions	03/07/2016	4
-> 69280711	Proposed Order on Hays Utility South Corporation's Special Exceptions to Plaintiff's Original Petition	03/07/2016	2
69280712	Notice of Hearing	03/07/2016	2
68878702	Defendant's, Hays Utility South Corporation, Original Answer	02/05/2016	4
68654263	DOCKET CONTROL/PRETRIAL ORDER SIGNED	01/20/2016	2
68623312	ORDER SIGNED GRANTING TEMPORARY INJUNCTION	01/19/2016	2
68630026	Citation	01/19/2016	3

68447455	ORDER EXTENDING TEMPORARY RESTRAINING ORDER SIGNED	01/05/2016	1
68421744	Civil Case Information Sheet	01/04/2016	1
68421745	Plaintiff's motion to extend temporary restraining order	01/04/2016	3
68313811	Plaintiff's Original Petition	12/21/2015	11
-> 68313815	1. Exhibit 1	12/21/2015	5
-> 68313813	Affidavit of Karen Kristine Silvio	12/21/2015	1
-> 68313821	Civil Process Request	12/21/2015	1
-> 68313820	Civil/Family Case Information Sheet	12/21/2015	1
-> 68313816	Order	12/21/2015	2
-> 68313812	Pauper's Affidavit	12/21/2015	2
-> 68313818	Plaintiffs Application To Prevent Water Termination With Request For Ex Parte Temporary Restraining Order With Emergency Hearing	12/21/2015	3
-> 68313819	proposed Temporary Restraining Order	12/21/2015	2
68321554	ORDER SETTING BOND SIGNED	12/21/2015	2
	ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER	12/21/2015	
	ORDER SIGNED SETTING HEARING	12/21/2015	

EXHIBIT B

All Executed Process

(Only Hays Utility was Served)

Constable Return of Corporation

Cause #: 201576246 Tracking #: 73199713

In the case of SILVIO, KAREN VS HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO a CITATION and attached PLAINTIFFS ORIGINAL PETITION was issued by the 133 DISTRICT CT court of HARRIS County, TX and came to hand on the 28 day of December, 2015 at 4:27PM to be delivered at 2200 Sciaaca Road, Spring, TX 77373 by delivering to: HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO

Service of Corporation

Executed the same in HARRIS County, Texas, on the 13 day of January, 2016 at 9:09AM by summoning HAYS UTILITY SOUTH (A(MANAGEMENT AND OPERATIONS COMPANY) a Corporation at 2200 Sciaaca Road, Spring, Texas 77373 By delivering to DONALD J HAYS in person the REGISTERED AGENT of said Corporation a true copy of this CITATION, together with the accompanying certified copy of the PLAINTIFFS ORIGINAL PETITION

Fee $ 75.00

by Deputy JAY PERRY
Printed

Deputy Signature [signature]

Attempts: 3

Mark Herman , Constable Precinct #4
Harris County Texas
330 Meadowfern Dr., 2nd Fl
Houston, Texas 77067
(281) 401-6225

Unofficial Copy Office of Chris Daniel District Clerk

FILED
Chris Daniel
District Clerk
JAN 19 2016
Time: 10:00am
Harris County, Texas
By [signature]
Deputy

CONFIRMED FILE DATE: 1/19/2016

4 WS

CAUSE NO. 201576246

P3

RECEIPT NO. 22948 0.00 CO1

12-21-2015 TR # 73199713

PLAINTIFF: SILVIO, KAREN
vs.
DEFENDANT: HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO

In The 133rd
Judicial District Court
of Harris County, Texas
133RD DISTRICT COURT
Houston, TX

CITATION

THE STATE OF TEXAS
County of Harris

4C18
293S

FILED
Chris Daniel
District Clerk
JAN 19 2016
Time: Harris County, Texas
By Deputy

TO: HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS COMPANY) BY SERVING
ITS REGISTERED AGENT DONALD J HAYS
2200 SCIAACA ROAD SPRING TX 77373

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 21st day of December, 2015, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:
This citation was issued on 22nd day of December, 2015, under my hand and seal of said Court.

Issued at request of:
SILVIO, KAREN
23102 NAPLES DR
SPRING, TX 77373

Bar No.: 1

DISTRICT COURT OF HARRIS COUNTY, TEXAS

CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: TAYLOR, SHANELLE L 3VT/DBG/10269947

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at ______ o'clock ____.M., on the ______ day of ____________________, ______.

Executed at (address) ____ in

____________________ County at __________ o'clock ______.M., on the ____ day of __________,

______, by delivering to ______________________________ defendant, in person, a true copy of this Citation together with the accompanying ______ copy(ies) of the Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.
To certify which I affix my hand officially this ______ day of ____________________, ______.

Fee: $__________

____

______ of __________ County, Texas

____
Affiant

By ____________________________
Deputy

On this day, ______________________________, known to me to be the person whose signature appears on the foregoing return, personally appeared . After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this ______ day of ____________________, ______.

1-13 909A sold

____
Notary Public

1-12 933P NI
N.INT.CITR.P

1-5 411P NEC

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

Unofficial Copy Office of Chris Daniel District Clerk

Cause #: 201576246
Tracking #: 73199713
Person To Serve: HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO

Unofficial Copy Office of Chris Daniel District Clerk

EXHIBIT C

Pleadings Asserting Causes of Action

CONFIRMED FILE DATE: 12/21/2015

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

FILED
Chris Daniel
District Clerk
DEC 21 2015
Time: 4:29 pm
By ___ Harris County, Texas
Deputy

CAUSE NO. 2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT
PLAINTIFF	§	
VS	§	OF HARRIS COUNTY, TEXAS
	§	
HAYS UTILITY SOUTH, A MANAGEMENT	§	
AND OPERATIONS COMPANY	§	
DEFENDANT	§	133 JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, KAREN KRISTINE SILVIO, PLAINTIFF HEREIN, filing her Original Petition complaining of DEFENDANT'S, HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides in Spring, Harris County, Texas.

2. Defendant, Hays Utility South , A Management and Operations Company

II.JURISDICTION

3. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, because they are a corporation organized and existing under the laws of the State of Texas,and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South, in Hams County, Texas.

IV. VENUE

4. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

Unofficial Copy Office of Chris Daniel District Clerk

V. FACTUAL BACKGROUND

5. This suit arises out of the discrimination, harassment and bullying actions from Defendant against Plaintiff on several instances that Plaintiff has been targeted by the Directors and Management of this company.

6. One of many came from a time of attending a board meeting where Plaintiff was followed out to her car by David Patterson, representative of the Tax Assessor-Collector, Mr. Tommy Lee, to harass her for not paying the taxes on a home that had been in probate for several years. Plaintiff informed Mr. Patterson that she was not the Administratrix and attempted to give him the information on who the party was that he might contact. Strangely enough he did not want that information, he just want to harass Plaintiff. This was the first time Plaintiff had contact with this individual.

7. Another time was when she moved into the above mentioned home that she had eventually won, thru appeals, from the probate courts. Plaintiff had paid all the taxes to date. However, being June 4, 2015, she had not yet paid for 2014. Again she was informed by Hays Utility South that until she paid the 2014 taxes she would be denied water. Plaintiff was advised by Hays Utility South to contact David Patterson, she was threatened and degraded by Mr. Patterson, to pay the taxes. Mr. Patterson stated that it was not their company that was denying the water to Plaintiff that it was Hays Utility. Plaintiff recorded this conversation and made a phone call to his Superior, Mr. Tommy Lee, Tax Assessor-Collector,who apologized for Mr.Patterson's actions and guaranteed Plaintiff that if she went back to Hays Utility South, and paid the required deposit, her water would be turned on. When Plaintiff went back to Hays Utility South they explained that it was Mr. Patterson who was denying her water.

8. On January 29, 2010, Hays Utility South, was negligent in the scope of their work during the repair and maintenance of a main water leak located on Plaintiff's property, by failing to read the survey, in order to know the area of land in which to dig underground to repair their pipe, which resulted in violations of the Birnam Wood Restrictions.

When Plaintiff seen that Defendant was refilling the hole he had dug to the right of her driveway and then proceeded to dig on the left side as well, she approached him with concern to her landscape that he was digging into.

Plaintiff understands that Hays Utility South has a legal right to their water line, however, as the Supervisor, on January 29, 2010, admitted to Plaintiff, *"had I read the survey prior to digging I would have known that I should have been digging to the left of your driveway instead of to the right of your driveway."* Unfortunately, by the time he did read the survey he

Unofficial Copy Office of Chris Daniel District Clerk

had already dug a deep hole on the right side of her driveway, beside the two (2) 100' pine trees, cutting into the roots of the trees and then leaving them untreated. In order to proceed and repair the pipe it required him to then dig on the left side of Plaintiff's driveway, killing part of her shrubs. Which has never been replaced to this day.

Defendant assured Plaintiff that they would replace whatever landscaping was harmed due to their actions. He did replace the shrubs, however, the shrubs he replaced them with, were dead when he planted them. They did not "replace" the shrubs as promised but rather gathered up the shrubs they dug up and attempted to replant them - never maintaining or nurturing them back to life. Plaintiff's trees did not began to die until approximately 2 years later, when Plaintiff called Defendant, Hays Utility South, as a result of the death of her 2 pine trees, she was put off repeatedly, by Robb Clark, Client Services Manager, never refusing to take care of the matter, rather setting appointments that he never kept.

Plaintiff relied on the information she was given by the Supervisor in respects to replacing her landscaping and has suffered damages as a result of that false information. Defendant's employee is in a supervisory position that made the promise without hesitation. He never said he would check with anyone to see what they would do, rather he promised, with confidence, in what he said. Now Plaintiff is informed, after being stood up on several scheduled appointments with Robb Clark, that Don Orhood, Director of her HOA for Birnam Wood, who is also a Board Member on the Board of Director's with Hays Utility South, is the one that was refusing to hold Hays Utility South, accountable for their incompetence in making the promise. So what happens is this: Plaintiff receives a threatening letter from Don Orhood regarding the dead trees then she calls Hays and is told that she will have to get clearance from Don Orhood for Hays to take responsibility for killing the trees, however, it is added that they have already approached him and he is unwilling, regardless of the previous promise and admitted negligence by the Supervisor or Robb Clark.

This resulted in thousands of dollars in losses for Plaintiff as she ended up losing all five (5) of her pine trees, of which she was left with the expense of removing, without any assistance by Hays Utility South. Her neighbor lost 2 or 3 of her pine trees and her other neighbor lost 2 (both of their 2 trees ended up falling onto Plaintiff's house). Plaintiff has never been reimbursed for her expense nor has she been restored her damages in losing the value of those trees to her property. Plaintiff has not made the other two homeowners aware of the loss being at the negligence of Hays Utility South.

9. This brings Plaintiff to the current and on-going situation on July 11, 2015, Saturday. Plaintiff was at her home until approximately mid to late afternoon, waiting for several pieces of furniture to be delivered. Two men delivered the furniture to her home, parking their trucks across the street in front of Plaintiff's home, in the swimming pool parking lot and the other

Unofficial Copy Office of Chris Daniel District Clerk

man parked alongside the street in front of her home, (as the pool parking lot was full with homeowners). The furniture consisted of several heavy pieces that required both men to carry them from the truck, crossing over the street, stepping over the curb and into the yard and walkway of Plaintiff's home, on each trip. Plaintiff stood at the entryway of her home each time watching as each item was carried in. This took approximately 1 to 1 1/2 hours. Once the furniture was removed from Plaintiff's SUV she then moved her SUV from the same pool parking lot back to her garage located behind her home. Shortly after the two men left, Plaintiff also left.

10. On July 13, 2015, Plaintiff received a phone call from Robb Clark, Client Services Manager, of Hays Utility South, leaving her a voice mail that at 10:00 a.m. on Saturday, July 11, 2015, he had received a phone call from a lady in the subdivision, not wanting to leave her name etc., about a "major" water leak coming from the meter located in front of Plaintiff's home, that was "gushing" a very large amount of water, that seemed to be caused by the two contractors that Plaintiff had working at her home. He continued to state that he called the companies "on-call worker" who arrived at Plaintiff's home around 2:00 p.m. and knocked on her door to let her know about the leak. However, this could not be because Plaintiff was home way after this time "expecting" a knock on her door from the people delivering the furniture. He went on to then leave the name and phone number to their Plumber, Joe Castro, for her to call him and he would repair the pipe for her. Mr. Clark then text her with the same message.

Plaintiff of course responded back with the fact that she was at home at that time, she had no "contractors" working for her but did have two men with her that, after speaking with them, agreed that there was no water coming from anywhere into the yard or on the street, as we all crossed over that very site to deliver furniture into the house. Mr. Clark stated that he had the "on call man" turn the water off to her house on Saturday while he was there. Plaintiff explained that he must be confused because she too was walking back and forth and not only was there no water gushing from her meter there was also no "on call" man. Mr. Clark insisted that there was and that her water had been turned off the entire weekend, and was presently turned off as well. Each time Plaintiff would continue to argue that there was no water coming out of her meter he would say "that's not relevant, the pipe needs to be fixed in order to stop the water from pouring out running your bill up". While Plaintiff continued to argue that he must be confusing her home with that of another because there was no water running from her meter". Nevertheless, her water was turned off for 3 days.

At the time this phone conversation occurred, Plaintiff and her Brother-In-Law turned the car around and headed to her home to see what Mr. Clark was talking about. They arrived to find a small trickle of water that had ran down the length of Plaintiff's curb into the gutters but there was not standing water in her yard. They could not understand the "large gushing

Unofficial Copy Office of Chris Daniel District Clerk

water" comment. On July 13, 2015, at 2:00 p.m. Mr. Clark confirmed that the water was still off at that time.

11. July 14, 2015, at 11:13 a.m. Mr. Clark sends three pictures to Plaintiff's phone to prove the leaking water and at the end of the conversation confirms that the water is in fact turned off, this was at 12:20 p.m. Again Mr. Clark told Plaintiff that she should call Joe Castro, Plumber for Hays, to repair this pipe. Mr. Clark informed Plaintiff that the water was turned off and would remain off until the pipe was repaired. Not one of the pictures sent to Plaintiff proves that the pictures taken was from her meter and from her house nor does it prove a "major leak" that was "gushing" out water. Also, there are 2 homes hooked up to each meter.

12. July 15, 2015, Plaintiff received a text from Mr. Clark at 3:24 p.m. : *"Your meter has registered over 100,000 gallons since July 3, 2015 at this rate if you don't repair the leak you're looking at a $600.00 + water bill. "* Of course Plaintiff sent back that the water had been turned off!! Then again at 5:47 p.m. Plaintiff called Mr. Clark stating: *"Rob I have a man from our church that is coming to repair the pipe in the morning".* Plaintiff does not understand how her meter could register so high when Mr. Clark had her water turned off, (as stated by him - in text and recorded telephone conversations with Plaintiff).

13. July 16, 2015, the two men that came to repair the pipe, arrived at Plaintiff's home at approximately 9:00 - 10:00 a.m. and Plaintiff met them at the meter in her front yard so they could repair the pipe. However, upon removing the cover to the meter they all witnessed the fact that the pipe had already been repaired by someone else. Plaintiff had never authorized anyone to repair or replace her pipe. Plaintiff had never seen the water coming out of the meter, Plaintiff had never looked beneath the meter cover. Plaintiff does not even know if it was her pipe that was leaking or how her pipe sprang a leak or that there was a "gushing amount of water" as she never witnessed this. It seems that the only people who are aware of this "leak" coming from her pipe was a few of the men on the board for the water company.

Everytime Plaintiff would make an attempt to discuss the fact that she nor the two men with her on that Saturday had ever seen any water running from this meter, Mr. Clark would cut her off and tell her that it was not "relevant" but that it needed to be repaired and would continue to tell her to call their Plumber, Joe Castro, to repair the problem.

After informing Mr. Clark that she had the men coming by the next morning to repair the pipe, he has admitted to having someone else come out that evening to repair the pipe, without informing Plaintiff and without Plaintiff's consent to do so. Then Hays Utility South billed Plaintiff $600.00 claiming that Plaintiff had used 120 gallons of water which is equivalent to two (2) 30' x 50' swimming pools. ***SEE ATTACHED EXHIBIT 1.*** How is it possible to use this much water when Mr. Clark repeatedly confirmed that the water was turned off and also

Unofficial Copy Office of Chris Daniel District Clerk

informed Plaintiff, on the 14th of July, that *"not only was the water turned off but that it was to remain off until the pipe was repaired."* Plaintiff was then forced to leave her home daily and dress etc., at another persons home as a result of having no water. Something does not add up. Mr. Clark had someone come out sometime during the middle of the night to repair this pipe as opposed to Plaintiff's "chosen" person to repair it, within a few hours. He had no legal right to do so. Especially when Plaintiff was never shown the pipe, the problem and had no problems with her water prior to any of this.

14. Plaintiff then received an invoice from Hay's Utility Company in the amount of $639.68. Which has now been increased to over $982.00. Plaintiff then called to speak to Mr. Hays. Never receiving a returned call she then called Mr. Clark regarding this and after arguing back and forth, with Mr. Clark continuing to admit that her water had been turned off, that he did not get her permission to repair her pipe, that he ignored the fact that she had informed him, July 15, 2015 at 5:47 p.m., that she had a man coming, the morning of the 16th of July, to repair the pipe, and had admitted that between the time that she informed him of her repairman coming and the time that he arrived, he had "his person", repair the pipe instead, in the middle of the night. Mr. Clark also admitted that no one had called or had any knowledge of this "leak from her meter" but the men on the board and there was never a lady that called in but rather he heard only from Mr.Tichner and Don Orhood, both board members for Hays Utility South. After his admission's Plaintiff then requested to speak to Mr. Hays and was informed, by Robb Clark, that Mr. Hays was on a cruise to Alaska and would not return for another week. Plaintiff requested that he have Mr. Hays return her call and was assured that he would do that. However, Plaintiff never heard back from Robb Clark or Mr. Hays.

15. Plaintiff's water was turned off on September 29, 2015. Plaintiff has waited for a return call, requested on several occasions, from Mr. Hays but has never heard from him. Plaintiff has been left with no other alternative than to file this lawsuit and request the court restore her for the damages incurred for both instances, (1). her pipe, her loss of water for more than 2 months, her inability of enjoyment of life and just living a normal life since the time she has been denied water, the costs of having to "buy" water, the damage it has done to her pipes and sewer line to have her water and sewer lines disconnected and the embarrassment, and degradation she has been under having to transfer water into her home and getting help from others to do so. In addition, Plaintiff is under a Dr's., care for her neck , back and knee and was told that she needed to take hot baths at least twice a day which she has not been able to do. She has also been forced to carry gallons of water, twice a day, every day into her home which is heavy, but she must do in order to live. (2). For her trees that she spent several years being terrified that they would fall on her house, (which eventually they did), the expense of removing them, the expense of losing them, the embarrassment and degradation of having dead trees in her yard and having people in the subdivision angry with her for the danger she

Unofficial Copy Office of Chris Daniel District Clerk

was imposing on others, when she did not have the money to remove them and did not have the money to lose them either. This was thousands of dollars. Then the fear when on two separate occasions the two trees in the backyard did in fact fall upon her house which is a terrifying experience. Then to continue to receive the threatening letters from the HOA who was connected to the Utility company that admitted to causing the problem in the first place. This is a conflict of interest. Hays Utility South has dedicated a park in the front of the subdivision to Don Orhood and Don Orhood took our Security Contract, with the Constables of Precinct Four, away from our control and gave it to Hays Utility South who is making money on our security expense. We are having to pay the bill but have lost our rights as a party to the contract, without our consent.

16. Plaintiff believes that Robb Clark et al, of not being truthful in stating that there was a leak at all from her meter or that it was from her home. The fact that they had someone repair the leak "just" prior to Plaintiff's repairman arriving to repair the problem and show the problem to Plaintiff would leave anyone to believe that perhaps the problem was not her problem at all. Especially when the water was already turned off and her repairman was due to arrive within a few hours.

17. Plaintiff relied on the information she was given by the Supervisor in respects to replacing her landscaping and has suffered damages as a result of that false information. Defendant's employee is in a supervisory position that made the promise without hesitation. He never said he would check with anyone to see what they would do, rather he promised with confidence in what he said. Now Plaintiff is informed, after being stood up on several scheduled appointments with Robb Clark, that Don Orhood, Director of her HOA for Birnam Wood and a Board Member on the Board of Director's with Hays Utility South, is the one that is refusing to hold Hays Utility South, accountable for their incompetence in making the promise.

Negligence and Negligent Misrepresentation: There is a general common law duty for everyone to exercise reasonable care to avoid foreseeable injury to others. *El Chico Corp. v. Poole,* 732 S.W.2d 306, 311 (Tex.1987).

Defendant provided information in the course of his business, or in a transaction in which he has a pecuniary interest; The information supplied was false; Defendant did not exercise reasonable care or competence in obtaining or communicating the information; Plaintiff justifiably relied on the information; and Plaintiff suffers damages proximately caused by her reliance on the false information.

Larsen v Carlene Langford & Associates Inc., 41 S.W.3d 245 (*Tex.App.-Waco 2001 n.pet.h.*)

Unofficial Copy Office of Chris Daniel District Clerk

Promissory Estoppel: Injustice can be avoided only by the legal enforcement of the promise against the promisor. *City of Beaumont v. Excavators & Constr., Inc.*, 870 S.W.2d 123, 136-37 (*Tex.App.-Beaumont 1993, writ denied*).

Breach of Fiduciary Duty: A fiduciary relationship may be formal or informal. Fiduciary duties arise as a matter of law in certain formal relationships, including attorney-client, partnership, and trustee relationships. *Meyer v. Cathey,* 167 S.W.3d 327, 331 (Tex.2005).

An informal fiduciary relationship may arise where one person trusts in and relies upon another, whether the relationship is a moral, social, domestic, or purely a personal one. *Meyer v. Cathey,* 167 S.W.3d 327, 331 (Tex.2005).

To impose an informal fiduciary relationship in a business transaction, a special relationship of trust and confidence must exist prior to, and separate from, the parties' agreement. *Schlumberger Technology Corp. v. Swanson,* 959 S.W.2d 171, 177 (Tex.1997).

Due to the height of the trees, according to the Harris County Horticulturist, Plaintiff would not have known the trees were dying for approximately 1 -2 years later: "As a general rule, a cause of action accrues and the statute of limitations begins to run when facts come into existence that authorize a party to seek a judicial remedy." *Provident Life & Accident Ins. Co. v. Knott,* 128 S.W.3d 211, 221 (Tex. 2003). The discovery rule operates to defer accrual of a claim until the plaintiffs knew or, in the exercise of reasonable diligence, should have known of the wrongful act causing their injury. *Salinas v. Gary Pools, Inc.,* 31 S.W.3d 333, 336 (Tex.App.--San Antonio 2000, no pet.).

In accordance to Plaintiff's conversation with the Texas Commission on Environmental Quality, if the sewer line was shut off, as well as the water line, this will cause a problem with the sewer line that may result in the sewer backing up into your home. She explained that it was unnecessary for Hays Utility South to turn both off. When taking into consideration that Mr. Clark had someone come out in the late evening or middle of the night to repair her pipe, without her permission, knowing that she had her own repairman coming the very next morning to do so, and since Plaintiff is having a problem in flushing her toilets now as opposed to no problems prior to all this, causes her to believe that maybe there is a problem within the line that was being kept from Plaintiff and they made it look like there was a "leak" from "her" pipe or that as the TCEQ stated there is "now" a problem as a result of shutting off the sewer line.

Breach of Deceptive Trade Practices Act: The elements of a cause of action for breach of the Deceptive Trade Practices Act ("DTPA") [Chapter 17, Texas Business & Commerce Code] are

Unofficial Copy Office of Chris Daniel District Clerk

(1) The plaintiff was a consumer as defined in the DTPA;
(2) The defendant engaged in at least one of the false, misleading, or deceptive acts or practices listed in the DTPA;
(3) The plaintiff detrimentally relied on the false, misleading, or deceptive act or practice; and
(4) The defendant's false, misleading, or deceptive act or practice was a producing cause of the plaintiff's injury.

Amstadt v. U.S. Brass Corp., 919 S.W.2d 644, 649 (Tex.1996).

Sec. 17.46. DECEPTIVE TRADE PRACTICES UNLAWFUL. (a) False, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action by the consumer protection division under Sections 17.47, 17.58, 17.60, and 17.61 of this code.

Sec. 17.565. LIMITATION. All actions brought under this subchapter must be commenced within two years after the date on which the false, misleading, or deceptive act or practice occurred **or** within two years after the consumer discovered or in the exercise of reasonable diligence should have discovered the occurrence of the false, misleading, or deceptive act or practice. The period of limitation provided in this section may be extended for a period of 180 days if the plaintiff proves that failure timely to commence the action was caused by the defendant's knowingly engaging in conduct solely calculated to induce the plaintiff to refrain from or postpone the commencement of the action.

Defendant continued to set appointments with Plaintiff to come to her property with the Supervisor and discuss the trees and damages which caused Plaintiff to believe that the matter would be taken care of and her property restored. This never happened. Then Plaintiff was sued by the HOA, Don Orhood, including violation of the trees June 2014. However, when Plaintiff filed her General Denial she also filed a Compulsory Counterclaim regarding the trees and just how both the HOA and Hays Utility South were bouncing Plaintiff from one to another, and with this the HOA Attorney immediately moved to dismiss her allegations against the HOA stating that she needed to pursue a claim against Hays Utility South. Unfortunately, as a result of a wrongful foreclosure, Plaintiff was forced into bankruptcy on December 4, 2014, which was supposed to stay everything. Bankruptcy was dismissed May, 2015 and once again found herself being harassed by Hays Utility again. Therefore, Plaintiff is now requesting to bring both issues before this Court which is a contributing factor to the discrimination, harassment, and bullying Plaintiff continues to endure.

VI. DAMAGES

18. As a direct and proximate result of the occurrence made the subject of this cause of action, the Plaintiff incurred actual damages, including, but not exclusive of the following:

Unofficial Copy Office of Chris Daniel District Clerk

A. Loss of Value to her home as a result of killing her five 5, 100' pine trees. Plaintiff has researched the value of older mature trees and she has found that "within 45 years a tree will have generated an accumulated worth of $196,250.00. A tree living for 50 years will generate $31,250.00 worth of oxygen, provide $62,000.00 worth of air pollution control, control soil erosion and increase soil fertility to the tune of $31,250.00, recycle $37,500.00 worth of water, and provide a home for animals worth $31,250.00. This figure does not include the value of the fruits, lumber, or beauty derived from trees."

B. Loss of Health due to the constant daily fear of the "extreme danger" of dead, leaning and fallen trees all around Plaintiff's home from 2010 to 2014, as so stated by HOA's Attorney, Michael O'Neal. Not having clean water and having to carry gallons in daily, the stress of knowing your sewer could back up into your home based on "gushing" water leak that Plaintiff never ever witnessed and was without water for over 2 months.

C. Loss of Security due to having to live in constant fear.

D. Loss of Enjoyment of Life, taking the time to clean up all debris, not once but twice. Not being able to use her yard during this time.

19. Furthermore, Plaintiff seeks all such other and further relief, general or special, legal or equitable, to which Plaintiff is entitled.

PUNITIVE AND SPECIAL DAMAGES

20. Plaintiff seeks punitive and special damages from Defendant in their personal capacity and asks that a jury award such damages in an amount it determines is just and appropriate.

COURT COSTS AND INTEREST

21. Plaintiff seeks court costs and pre-judgment interest.

JURY DEMAND

22. Plaintiff requests a trial by jury of her peers.

Unofficial Copy Office of Chris Daniel District Clerk

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for relief requested and all other relief to which Plaintiff is entitled. Plaintiff also prays for damages, punitive damages, and court costs.

Respectfully submitted,

s/s______________________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

Unofficial Copy Office of Chris Daniel District Clerk

Here is the formula:

Length x Width x Average Depth x Multiplier = Volume in US Gallons

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

p. 5

CONFIRMED FILE DATE: 12/21/2015

Determine the Multiplier:

- Rectangle, Square, or Free-Form pool: **Multiplier = 7.5**
- Round or Oval pool: **Multiplier = 5.9**

Determine the Average Depth:

To determine the average depth in a pool where the bottom slopes, measure the shallow end, the deep end depth. Add them together and divide by two (2).

Example:

Shallow End = 2ft. Deep End = 10ft

2ft + 10ft = 12ft; 12/2 = 6ft Average Depth

Unofficial Copy Office of Chris Daniel District Clerk

Standard In-Ground Pool Sizes with Varying Average Depths

POOL SIZE	3.5 ft Avg Depth	4 ft Avg Depth	4.5 ft Avg Depth	5 ft Avg Depth	5.5 ft Avg Depth
12 ft x 24 ft	7,600	8,600	9,700	10,800	11,900
14 ft x 28 ft	10,300	11,800	13,200	14,700	16,200
15 ft x 30 ft	11,800	13,500	15,200	16,900	18,600
16 ft x 32 ft	13,400	15,400	17,300	19,200	21,100
18 ft x 36 ft	17,000	19,400	21,900	24,300	26,700
19 ft x 38 ft	19,000	21,700	24,400	27,100	29,800
20 ft x 40 ft	21,000	24,000	27,000	30,000	33,000
22 ft x 44 ft	25,400	29,000	32,700	36,300	39,900
25 ft x 45 ft	29,531	33,750	37,968	42,187	46,406
25 ft x 50 ft	32,800	37,500	42,200	46,900	51,600
30 ft x 50 ft	39,375	45,000	50,525	56,250	61,875

Ex 1

SILIVIO KAREN

MAKE CHECK PAYABLE TO: HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER
	23102 NAPLES DR		4-02-16600-04 820
SERVICE PERIOD	FROM	TO	BILLING DATE
	06/05/15	07/03/15	07/09/15

READ DATE(W)	07/03/15
METER NUM.	52072878
PRES. READ	5.0
PREV. READ	.0
TOTAL GALLONS	5.0
Usage In 1,000's	

DESCRIPTION	AMOUNT
WATER	22.05
SEWER	28.20
SEC FEE	11.75
RWA FEE	11.15
THIS MONTH	73.15

TOTAL NOW DUE	73.15
PENALTY AMOUNT	PAY THIS AMOUNT AFTER
6.14	08/07/2015 79.29

1 SILIVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

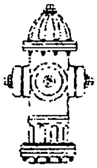
CURRENT BILL DUE 08/07/15 BY 3:30 P.M.

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

213-E AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809



Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

73.15	08/07/2015	79.29
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILIVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

12

Unofficial Copy Office of Chris Daniel District Clerk

SILIVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS		ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR		4-02-16600-04 820
SERVICE PERIOD	FROM	TO	BILLING DATE
	07/03/15	08/04/15	08/12/15

READ DATE(W)	08/04/15
METER NUM.	52072878
PRES. READ	120.0
PREV. READ	5.0
TOTAL GALLONS	115.0
Usage In 1,000's	

WATER IN 1,000'S GALLONS

07/03/15	5.0
06/05/15	0.0
06/08/15	0.0
04/04/15	0.0
03/04/15	0.0
02/04/15	0.0
01/04/15	0.0
12/04/14	0.0
11/01/14	0.0
10/03/14	0.0
09/04/14	0.0
08/04/14	0.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	73.15
PAYMENT 08/05	-73.15
WATER	286.20
SEWER	28.20
SEC FEE	11.75
RWA FEE	256.45
THIS MONTH	582.60
TOTAL NOW DUE	582.60

PENALTY AMOUNT	PAY THIS AMOUNT AFTER
57.08	09/08/2015 639.68

1 SILIVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

CURRENT BILL DUE 09/08/15 BY 3:30 P.M.

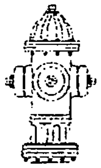
FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

213-E AVR, Inc.

Unofficial Copy Office of Chris Daniel District Clerk

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809



Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

582.60	09/08/2015	639.68
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILIVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

SILIVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS		ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR		4-02-16600-04 820
	SERVICE PERIOD	FROM 08/04/15 TO 09/03/15	BILLING DATE 09/15/15

READ DATE(W)	09/03/15
METER NUM.	52072878
PRES. READ	126.0
PREV. READ	120.0
TOTAL GALLONS Usage In 1,000's	6.0

WATER IN 1,000'S GALLONS

08/04/15	115.0
07/03/15	5.0
06/05/15	0.0
06/08/15	0.0
04/04/15	0.0
03/04/15	0.0
02/04/15	0.0
01/04/15	0.0
12/04/14	0.0
11/01/14	0.0
10/03/14	0.0
09/04/14	0.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	639.68
WATER	23.60
SEWER	28.20
SEC FEE	11.75
RWA FEE	13.38
THIS MONTH	76.93
TOTAL NOW DUE	716.61

PENALTY AMOUNT	PAY THIS AMOUNT AFTER
6.51	09/25/2015 723.12

1 SILIVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

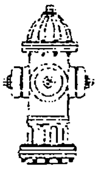
FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

Your water service account is past due. Payment must be received in our office by 4:00 p.m. on 09/18/15 or your account will be charged a $15.00 letter processing fee on 09/21/15. Your account is scheduled for termination on 09/28/15. If payment is not received by 4:00 p.m. 09/25/15 your services will be disconnected.

213-E AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809



Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE
716.61	09/25/2015	723.12

AMOUNT PAID

Scan To Pay

SILIVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

Unofficial Copy Office of Chris Daniel District Clerk

SILVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS			ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR			4-02-16600-04 820
	SERVICE PERIOD	FROM	TO	BILLING DATE
		09/03/15	10/03/15	10/14/15

READ DATE(W)	10/03/15
METER NUM.	52072878
PRES. READ	126.0
PREV. READ	126.0
TOTAL GALLONS	.0
Usage In 1,000's	

WATER IN 1,000'S GALLONS

09/03/15	6.0
08/04/15	115.0
07/03/15	5.0
06/05/15	0.0
06/08/15	0.0
04/04/15	0.0
03/04/15	0.0
02/04/15	0.0
01/04/15	0.0
12/04/14	0.0
11/01/14	0.0
10/03/14	0.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	723.12
TRANS BAL FRM 4021660004	54.17
ADJUSTMENTS(3)	140.00
WATER	20.50
SEWER	28.20
SEC FEE	11.75
THIS MONTH	60.45
TOTAL NOW DUE	977.74

PENALTY AMOUNT	PAY THIS AMOUNT AFTER
4.87	10/26/2015 982.61

1 SILVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

Your water service account is past due. Payment must be received in our office by 4:00 p.m. on 10/20/15 or your account will be charged a $15.00 letter processing fee on 10/21/15. Your account is scheduled for termination on 10/27/15. If payment is not received by 4:00 p.m. 10/26/15 your services will be disconnected.

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

213-E AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809

Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

977.74	10/26/2015	982.61
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

15

Unofficial Copy Office of Chris Daniel District Clerk

CONFIRMED FILE DATE: 12/21/2015

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

AFFIDAVIT OF KAREN KRISTINE SILVIO

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this date personally appeared **KAREN KRISTINE SILVIO,** known to me to be the person whose name is subscribed below and who, having been by me duly sworn, stating upon his oath as follows:

1. "My name is Karen Kristine Silvio. I am over the age of 18 years, of sound mind and competent to make this Affidavit. I am a resident of Harris County, Texas, acting as Pro Se Litigant and personally familiar with the facts stated herein which are true and correct.

I am Plaintiff, in the above entitled and numbered cause and pursuant to Tex. R. Civ. P. 14 I hereby make this affidavit of the verification of documents, if any, listed below, to support the foregoing Plaintiff's Motion . I have never been convicted of a felony of other crime. I have personal knowledge of the facts herein stated and they are true and correct. I am in all ways competent to make this Affidavit under law.

2. I hereby swear and verify that attached to this affidavit are true and corrrect copies of the following documents:

[signature]
Karen Kristine Silvio

Swom to and subscribed before me by Karen Kristine Silvio on the 21 day of December, 2015.

[signature]
Notary Public by and for the State of Texas

Crystal L. Crawford
Print Name

01/03/16
Commission Expiration Date

CRYSTAL LIVIA CRAWFORD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/03/16

Unofficial Copy Office of Chris Daniel District Clerk

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

NO. 2015-76246 Court 133

CONFIRMED FILE DATE: 12/21/2015

Karen Kristine Silva §

vs. §

Hays Utility South §

PAUPER'S AFFIDAVIT

(Pursuant to an Evictions Proceeding under the TX Property Code)

P2 FILED
Chris Daniel
District Clerk
DEC 21 2015
Time: 4:21 pm
By: MH
Harris County, Texas
Deputy

The State of Texas
County of Polk

On the ______ day of ________________ _, 2015, and after being placed under oath made the following statement and affirmed their truth:

1. "My name is Karen Kristine Silva and I am the appellant in this cause. I resident 23102 Naples Drive in the city of Spring 77373 loc ated in the state of Texas.
2. Pursuant to the property code s ection 24.0052 attached is "Exhibit A" outlining the requirement for the *Pauper's Affidavit*.
3. I reaffirm that I am unable to afford counsel or the costs of litigation and I verify that the financial statement is true and correct."

Unofficial Copy Office of Chris Daniel District Clerk

"Exhibit A"
Pauper's Affidavit: Financial Statement

A. Gross Money Received per month:

1	Gross Wage & Salary Income for Applicant	$
2	Gross Wages & Salary Income for Spouse *(if applicable)*	$
3	Commissions, Tips and Bonuses	$
4	Self-employment Income	$
5	Rental Income	$
6	Any Governmental Assistance/Income	$
7	Other Income: ______________	$
	TOTAL INCOME:	**$** -0-

B. Total Money needed per month for living. For items which are not paid monthly, express the amounts in monthly averages:

1	Rent or House Payment	$	15	Gasoline/Vehicle	$
2	Real Property Tax	$ 200.00	16	Clothing & Shoes	$
3	Residence Maintenance	$	17	Insurance Car	$
4	Insurance/Home	$ 80.00	18	Insurance Life	$
5	Utilities/Gas	$	19	Insurance Health	$
6	Utilities/Phone	$ 60.00	20	Child Care	$
7	Utilities/Garbage	$ 75.00	21	Children's Activities	$
8	Utilities/Electric & Water	$ 150.00	22	Haircuts	$
9	Groceries	$ 200.00	23	Cable TV & Newspaper	$ 80.00
10	Meals away from Home	$	24	Entertainment	$
11	School Lunches	$	25	Medical	$
12	Dental/Ortho	$	26	Laundry	$
13	Child Support Payments	$	27	Other: ______________	$
14	Car Payment	$			

TOTAL EXPENCES: $ 845.00

C. Amount of Money in Checking Account: 100.00 Bank Holding Acct: Smart

D. Amount of Money in Savings Account: ______ Bank Holding Acct: ______________

E. List any real property owned by the Applicant (*other then household furnishings, clothing, and tools of a trade, or personal effects*)

____

____

____

F. DEPENDANTS

Dependants Name: ______________ Age: ___ Resides: ______________

Dependants Name: ______________ Age: ___ Resides: ______________

Dependants Name: ______________ Age: ___ Resides: ______________

Dependants Name: ______________ Age: ___ Resides: ______________

Unofficial Copy Office of Chris Daniel District Clerk

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

p. 2

CONFIRMED FILE DATE: 12/21/2015

ORDER

On this the 9th day of November 2015, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Original Petition, and after careful consideration found the following:

The Court finds Plaintiff's Petition to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the ________day of November, 2015.

Unofficial Copy Office of Chris Daniel District Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Original Petition was served on the parties listed below, at the addresses indicated via electronic delivery on November 9, 2015.

Defendant
Hays Utility South Corporation
Donald J. Hays
Service
2200 Sciaaca Center Rd
Spring, TX 77373
281-353-9756
281-353-6105 fax

/s/Karen Kristine Silvio___________________

KAREN KRISTINE SILVIO

Unofficial Copy Office of Chris Daniel District Clerk

CONFIRMED FILE DATE: 12/21/2015

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

CAUSE NO. 2015-76246

FILED
Chris Daniel
District Clerk
DEC 21 2015
Time: 4:29
By
Harris County, Texas
Deputy

KAREN KRISTINE SILVIO	§	IN THE DISTRICT COURT OF
PLAINTIFF	§	
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
	§	
HAYS UTILITY SOUTH, A MANAGEMENT	§	133 JUDICIAL DISTRICT
AND OPERATIONS COMPANY	§	
DEFENDANT	§	

TEMPORARY RESTRAINING ORDER

On this date the Court took under consideration the Application of Plaintiff for an order restraining Defendant from denying her water. The Plaintiff appeared in person. The Defendant was contacted but advised the Court that no one could appear.

Her water was turned off September 29, 2015, so harm is imminent. The Plaintiff has no adequate remedy at law. As a pro se plaintiff the Court gives the pleading the broadest possible interpretation. It appears Plaintiff alleges that her water was turned off leaving her stranded, without having water at her home by any other means. It appears that the water was turned off as a result of a leak and was otherwise not subject to termination prior to, although termination due to an unpaid invoice was proper. Plaintiff has a substantial likelihood of prevailing on the merits of her claim that the water was terminated through no fault of Plaintiff.

Accordingly, Defendant and all persons acting by and through them are restrained and enjoined from the continuation of termination of her water, until such time as a temporary injunction hearing scheduled for __________________________, 2015, at _________p.m., in the ________District Court.

Unofficial Copy Office of Chris Daniel District Clerk

Bond is set at $__________.

IT IS SO ORDERED.

SIGNED on the _________day of ___________________, 2015.

____

JUDGE

Unofficial Copy Office of Chris Daniel District Clerk

2/5/2016 2:38:34 PM
Chris Daniel - District Clerk Harris County
Envelope No. 8983088
By: JIMMY RODRIGUEZ
Filed: 2/5/2016 2:38:34 PM

CAUSE NO. 2015-76246

KAREN SILVO	§	**IN THE DISTRICT COURT OF**
	§	
	§	
VS.	§	**HARRIS COUTNY, TEXAS**
	§	
	§	
HAYS UTILITY SOUTH,	§	
A MANAGEMENT AND OPERATIONS	§	
COMPANY	§	**133rd JUDICAL DISTRICT**

DEFENDANT'S, HAYS UTILITY SOUTH CORPORATION, ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Defendant Hays Utility South Corporation and files its Answer to Plaintiff Karen Silvo's Original Petition and as grounds therefore would show unto the Court as follows:

I.

GENERAL DENIAL

1. Defendant asserts a general denial, as expressly authorized by Rule 92 of the Texas Rules of Civil Procedure, and demand that Plaintiff be required to prove her claims, charges and allegations against Defendant by a preponderance of the evidence as required by the Constitution and the laws of the state of Texas. Defendant reserves the right to amend or supplement this answer in the manner authorized by the Texas Rules of Civil Procedure.

II.

VERIFIED DENIALS

2. In accordance with Texas Rules of Civil Procedure 93, Defendant specifically denies the following allegations in Plaintiff's Original Petition as specifically indicated below:

3. Defendant specially denies that it is liable in the capacity in which it is sued. Defendant's correct name is "Hays Utility South Corporation" not "Hays Utility South, A Management and Operations Company" as phrased by Plaintiff in her Original Petition.

4. Additionally, Defendant is not liable in the capacity in which it is sued as Plaintiff's allegations appear to be directed at individuals or employees of other entities (i.e. not Defendant's employees).

III.

AFFIRMATIVE DEFENSES

5. Defendant states affirmatively that some or all claims made by Plaintiff are barred by the applicable statutes of limitation and/or by the doctrine of laches as prescribed under Texas law.

6. Defendant states affirmatively that Plaintiff failed to mitigate her damages.

7. Defendant states affirmatively that any damages sustained by Plaintiff were proximately caused by negligent acts or omissions on the part of Plaintiff or on the part of third parties or persons over whom Defendant had no control, and for which Defendant is not responsible.

8. Defendant would further show that it is entitled to a determination of percentage responsibility as provided in Art. 33 Tex. Civ. P. & Rem. Code. Additionally, Defendant would show that it is entitled to contribution as provided in Chapters 32 and 33 Tex. Civ. P. & Rem. Code.

WHEREFORE, PREMISES CONSIDERED, Defendant, Hays Utility South Corporation, respectfully prays that on hearing hereof, Plaintiff take nothing against it, that Defendant recover its costs, and for such other and further relief to which it may be entitled.

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: *[/s/ Charles P. Dunkel, Jr.]*
Charles P. Dunkel, Jr.
State Bar No. 24034427
Susan Price
State Bar No. 24046654
3 Riverway, Suite 100
Houston, TX 77056
Telephone: (713) 225-0547
Telecopier: (713) 225-0844
cdunkel@millsshirley.com
sprice@millsshirley.com

ATTORNEYS FOR DEFENDANT
Hays Utility South Corporation

CERTIFICATE OF SERVICE

By my signature above, I hereby certify that a true and correct copy of the foregoing document was forwarded to all parties of record efile.txcourt.gov or certified mail on this the 5th day of February, 2016.

/s/ Charles P. Dunkel, Jr.
Charles P. Dunkel, Jr.

Verification

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, the undersigned notary, on this day personally appeared Charles Dunkel, a person whose identity is known to me, who testified under oath:

"My name is Charles Dunkel. I am counsel for defendant Hays Utility South Corporation. I have read the foregoing Verified Denial. To the best of my belief, the facts stated therein are true and correct."

Further sayeth not.

By: ______________________
Charles Dunkel

Subscribed and sworn to before me, the undersigned Notary Public, on this 5th day of February, 2016, to certify which witness my hand and seal of office.

____
Notary Public in and for
the State of Texas

[Seal]

PEGGY SUE SUTTON
My Notary ID # 10400363
Expires April 5, 2017

120.466-DW

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Karen Silvo
23102 Naples Dr.
Spring, TX 77373

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature]
☒ Agent
☐ Addressee

B. Received by (Printed Name)
K.C.

C. Date of Delivery
3/2/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7011 3500 0000 6282 6212

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7013 3020 0001 7015 4570

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To Karen Silvio Answer

Street, Apt. No.; or PO Box No. 23106

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

120-466-PSN

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Karen Silvo
23106 Naples Dr.
Spring, TX, 77373

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) [handwritten]

C. Date of Delivery 3/2/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number (Transfer from service label) 7013 3020 0001 7015 4570

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

4/24/2016 4:09:40 PM
Chris Daniel - District Clerk Harris County
Envelope No. 10271904
By: JIMMY RODRIGUEZ
Filed: 4/25/2016 12:00:00 AM

CAUSE NO. C-2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT**
PLAINTIFF	§	
VS	§	**OF HARRIS COUNTY, TEXAS**
	§	
HAYS UTILITY SOUTH, A MANAGEMENT	§	
AND OPERATIONS COMPANY	§	**133RD JUDICIAL DISTRICT**
DEFENDANT	§	

PLAINTIFF'S RESPONSE TO DEFENDANT'S AMENDED SPECIAL EXCEPTIONS, LEAVE TO FILE LATE THIS RESPONSE AND PLAINTIFF'S THIRD PARTY PETITION

TO THE HONORABLE JUDGE JACLANEL M. MCFARLAND:

COMES NOW, KAREN KRISTINE SILVIO, PLAINTIFF HEREIN, filing her Response to Defendant's Amended Special Exceptions, Leave to File Late this Response, and Third Party Petition, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides AT 23102 Naples Drive, Spring, Harris County, Texas.

2. Defendant, Hays Utility South, a Management and Operations Company

II.DISCOVERY LEVEL

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this case is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 for the following reasons:

(a) The relief sought by the State includes non-monetary injunctive relief

(b) The State's claim for monetary relief — including penalties, costs, expenses, consumer redress, and attorney fees — is in excess of $100,000.00.

In the alternative, discovery should be conducted in accordance with a tailored discovery control plan under Tex. R. Civ. P. 190.4.

III.JURISDICTION

4. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, because they are a corporation organized and existing under the laws of the State of Texas, and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South, in Hams County, Texas.

IV. VENUE

5. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

V.LEAVE TO FILE LATE RESPONSE

6. Plaintiff request this court leave to file late her response as the U.S. Post Office held her mail from October until March for reasons unknown. Plaintiff apologizes for the mistakes made on her Original Petition. It was not to cause delay but a lack of knowledge in the law industry.

VI. RESPONSE TO SPECIAL EXCEPTIONS

7. The intentional conduct in which to bring harm to Plaintiff was Defendant's actions of discrimination, harassment and bullying against Plaintiff and the reason she has brought this lawsuit. Plaintiff listed her causes of actions as:

a. Negligence and Negligent Misrepresentation
b. Promissory Estoppel
c. Breach of Fiduciary Duty
d. Breach of Deceptive Trade Practices Act

8. Sections 6 and 7 are two instances carried out by Defendant's and the parties in which "they" alleged were the reasons behind their actions of denying her water. Defendant's are the ones that made the allegations against the third parties. Defendant is the one that told Plaintiff she would need to contact David Patterson regarding the reason her water had been turned off and when she did both David Patterson and Tommy Lee, Tax Assessor-Collector, denied this. The date of this occurrence is reflected in section 7 as June 4, 2015.

9. Section 8 begins with the date of January 29, 2010 which is all about the destruction of her pine trees on her property, as a result of the Supervisor not reading the survey to know the correct location of the pipes in need of repair.

10. Section 9-16 is in regards to their claims that Plaintiff had a "gushing" water leak at her property which reflects the date and times of each conversation

11. Section 17 is the fact that she relied on information given by Robb Clark, Client Service Manager, employed by Hays Utility.

12. Every cause of action listed serves the purpose of each allegation.

Negligent and Negligent Misrepresentation: Defendant knew that when he cut into the roots of Plaintiff's two trees, without treating the trees, it will not only cause the death of the trees and it will most likely cause a disease throughout the yard and adjacent yards as far out as the tree(s) are tall. Defendant knew this so well that when Plaintiff asked if Hays would treat or replace her landscaping as a result of their negligent act he quickly responded that Hays Utility would be willing to replace the trees and any landscaping. The negligence came from not reading the survey prior to digging.

This action also refers to Plaintiff's water being turned off for several months when in fact there was not a water leak of any kind. Plaintiff had witnesses with her on the date and exact time that there was supposedly a "gushing" water leak. Plaintiff has a witness at the time she received the phone call from Robb Clark at Hays regarding the leak in which Plaintiff and her witness drove to her home to witness this water leak and found nothing. The same with the men that was coming to repair the leak. When they arrived the pipe was repaired to the extent that no one knows or will ever know that there was a problem with Plaintiff's pipe. Hays was never given the authority to repair Plaintiff's pipe and will be held responsible for any problems in the future.

Promissory Estoppel: when a person makes a false statement to another and the listener relies on what was told to him/her in good faith and to his/her disadvantage. In order to see that justice is done a court will treat the statement as a promise, and in a trial the judge will preclude the maker of the statement from denying it. This action also applies to both instances.

Plaintiff lived in fear and as a result of their refusal to treat the trees. Plaintiff lost all trees in her back and front yard and her neighbors lost their trees as well.

Plaintiff requested her water be turned off, although she nor her witnesses had seen anything in resemblance to a water leak, she was told the water was off and was billed $900.00 for a "water leak" that continued to pour out two swimming pools of water (the equivalence as to the amount of the invoice) that no one could see but Defendant(s).

Breach of Fiduciary Duty: There is a relationship that was formed many years ago between Plaintiff and Defendant, as there is with all residents. A relationship that one expects the truth from the other. A relationship that is not suspicious of their crew being on their property to the extent of trusting them and their word. This is the reason that Plaintiff agreed to have her water turned off even though she nor anyone of her witnesses seen any kind of a leak. Plaintiff took Robb Clark at his word. She found the men she wanted to repair the pipe, called Mr. Clark with the time and date of when they would arrive, and unknown to her Mr. Clark took it upon himself to have his own person make the repairs without so much as mentioning this to Plaintiff. He had this work completed the night before the morning her men were to arrive.

Likewise, Plaintiff also trusted Defendant to replace her landscaping. Robb Clark set several appointments with Plaintiff to meet with her and the Supervisor and assess the problem to restore her landscaping as it was prior to their negligence. Promises were made and not kept. Plaintiff trusted them as she had in years gone by.

BREACH OF FIDUCIARY DUTY ELEMENTS OF CLAIM UNDER TEXAS LAW

The elements of a breach of fiduciary duty claim are (1) a fiduciary relationship between the plaintiff and defendant, (2) a breach by the defendant of his fiduciary duty to the plaintiff, and (3) an injury to the plaintiff or benefit to the defendant as a result of the defendant's breach. Lundy v. Masson, 260 S.W.3d 482, 501 (Tex. App.—Houston [14th Dist.] 2008, pet. denied).

The term "fiduciary" contemplates good faith and fair dealing. The term includes informal relations which exist whenever one party trusts and relies on another. The origin of the confidence may be moral, social, domestic, or personal. *Texas Bank and Trust Co. v. Moore,* 595 S.W.2d 502, 507 (Tex. 1980).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY-STATUTORY POWERS AND DUTIES OF THE DISTRICT BOARD OF DIRECTORS:

A water district is a political subdivision endowed with the functions, powers, authority, rights, and duties that will permit it to accomplish the purposes for which it was created. The legislature recodified the statutory provisions governing most types of districts into Chapter 49, Texas Water Code, the primary reference used in the Handbook. Chapter 293, 30 Texas Administrative Code, is the primary reference used for Commission Rules governing most types of districts. A district's statutory purposes may include water supply, wastewater treatment, storm water control, irrigation, navigation, fire fighting, and development of parks and recreational facilities. Municipal utility districts and water control and improvement districts are given additional powers in solid waste management. ***The board of directors manages and controls these district affairs including financial management, employment, and purchasing. The board establishes policies, in the interests of the district's residents and customers, to aid in this process.***

Cornell University Law School:

Fiduciary Duty

Definition

A fiduciary duty is a legal duty to act solely in another party's interests. Parties owing this duty are called fiduciaries. The individuals to whom they owe a duty are called principals. Fiduciaries may not profit from their relationship with their principals unless they have the principals' express informed consent. They also have a duty to avoid any conflicts of interest between themselves and their principals or between their principals and the fiduciaries' other clients. A fiduciary duty is the strictest duty of care recognized by the US legal system.

Examples of fiduciary relationships include those between a lawyer and her client, a guardian and her ward, and a director and her shareholders.

Breach of Deceptive Trade Practices Act: Plaintiff has shown in her original petition where both instances line up with this cause of action.

THIRD PARTY PETITION

Plaintiff has filed a Third Party Petition to include Birnam Wood Fairfax Homeowner Association, Inc., in this lawsuit. Don Orhood, Director of the HOA, as well as being a Board Member on the Board of Directors of Hays Utility South, that sued Plaintiff, April 22, 2014, seeking monetary relief of $100,000.00, as stated in the Petition: **See Attached Exhibit "1".**

"Violations of the Restrictions and state law at Section 204 of the Texas Property Code, in that several tall towering pine trees in the front yard of the Lot have died and are leaning. In fact, one tree has already fallen across and blocked the street in the front of the house. Several more pine trees appear on the verge of falling into the street, the Defendant's house and/or nearby houses and poses an extreme danger to the community."

Plaintiff could not have agreed more. However, when Plaintiff answered with a Compulsory Counterclaim then the Association filed their "Plaintiff's Motion for Special Exceptions and Plea to the Jurisdiction as to Defendant's Counterclaim" further pleading:

"The Plaintiff is not seeking further relief with respect to the dead trees and that matter is moot. The dead trees have been removed and do not pose a danger to the community as previously alleged and was the only basis for relief sought with respect to the dead trees. The Defendant's rights to pursue a claim against Hays Utility South remain and my be pursued in another venue and cause of action unrelated to this cause of action."

Plaintiff, pursuant to Tex. R. Civ. P. 38(b), that governs third-party practice in Texas, now exercises her right to add Birnam Wood Fairfax Homeowner Association, Inc., to this lawsuit to show unto the Court that Don Orhood, Director of the HOA as well as being on the Board of Directors for Hays Utility South, a Management and Operations Company, brought this lawsuit against Plaintiff with full knowledge that the damages to her property, by Hays Utility South, resulted in her being in violation of the Deed Restrictions. The damage to her property and denying her water supply are games often carried out by Robb Clark, Don Orhood and other Board Members of Hays Utility South. **See Attached Exhibit "2".**

WATER CODE TITLE 4. GENERAL LAW DISTRICTS CHAPTER 49. PROVISIONS APPLICABLE TO ALL DISTRICTS SUBCHAPTER A. GENERAL PROVISIONS - SUBCHAPTER C. ADMINISTRATIVE PROVISIONS

Sec. 49.052. DISQUALIFICATION OF DIRECTORS. (a) A person is disqualified from serving as a member of a board of a district that includes less than all the territory in at least one county and which, if located within the corporate area of a city or cities, includes within its boundaries less than 75 percent of the incorporated area of the city or cities, if that person:

(2) is an employee of any developer of property in the district **or any director,** manager, engineer, attorney, or other person providing professional services to the district or a developer of property in the district in connection with the district or property located in the district;

(4) is serving as an attorney, consultant, engineer, manager, architect, **or in some other professional capacity for the district** or a developer of property in the district in connection with the district or property located in the district;

(5)(A) **is a party to a contract with or along with the district** except for the purchase of public services furnished by the district to the public generally; or

(B) **is a party to a contract** with or along with a developer of property **in the district relating to the district or to property within the district,** other than a contract limited solely to the purpose of purchasing or conveying real property in the district for the purpose of either establishing a permanent residence, establishing a commercial business within the district, or qualifying as a director; or

(6) during the term of office, fails to maintain the qualifications required by law to serve as a director.

(b) Within 60 days after the board determines a relationship or employment exists which constitutes a disqualification under Subsection (a), it shall replace the person serving as a member of the board with a person who would not be disqualified.

(c) Any person who wilfully occupies an office as a member of a board and exercises the powers and duties of that office when disqualified under the provisions of Subsection (a) is guilty of a misdemeanor and, on conviction, shall be fined not less than $100 nor more than $1,000.

Plaintiff interprets the above laws as being the Director of the HOA, as well as being, a Board Member for Hays Utility South, as a conflict. Don Orhood and Defendant, Hays Utility South use this power and authority to their advantage and for their own personal gain, just as they did by cutting off Plaintiff's water supply. Who would have made the profit of the $900.00 invoice if Plaintiff would have paid it? Robb Clark named Don Orhood and the other Board Members as being the ones that witnessed this water leak that no one else could see. Just as they did when they damaged Plaintiff's trees. Plaintiff would call Robb Clark for restoration and Robb Clark would tell plaintiff to talk with Don Orhood. All the while Don Orhood's response is "no" and then threatens Plaintiff with a lawsuit seeking damages of $100,000.00. Had Plaintiff not answered with a Compulsory Counterclaim who would have profited from the $100,000.00 claim?

Don Orhood, as Director of the HOA for Birnam Wood Fairfax, signs contracts for the services of this subdivision and signed the contract between Birnam Wood Fairfax and the Constables Office until at such time, without the consent of the homeowners of Birnam Wood Fairfax, transferred the residents rights to that contract over to Hays Utility South. Hays Utility South, in turn, deposits monies for that contract, from the residents of Birnam Wood Fairfax into their bank accounts, bearing their name, to receive all interest from the deposit of funds. In essence the residents of Birnam Wood Fairfax pays the invoice for security however, they lose all rights as a party to the contract, as their name has been

removed and Hays Utility South entered. There are a number of adverse effects to the homeowners as a result of the change made on this Security contract that the homeowners are still unaware of.

Further pleading, Hays Utility South constructed a monument in the park at the entry to the subdivision as an appreciation to Don Orhood. Hays Utility South has charged an RWA (Regional Water Authority) fee to the homeowners in order to change over to a better supply of water that has never occurred and reports are that they do not know when this will occur. Another fee charged to the homeowners, held in an account bearing the name of Hays Utility South, for the past ten (10) years.

Plaintiff wonders if the Board Members of Hays Utility South is aware that they are public servants and have a fiduciary duty to the homeowners of Birnam Wood Fairfax. Their actions of this nature have been going on for at least the last ten (10) years and Plaintiff is requesting this court appoint someone to investigate the books of both, the Homeowners Association and Hays Utility South.

VII.DAMAGES

13. It has been determined that Yard Pine Trees are much more beneficial than they are costly. The annual costs range from $10.00 to $14.00 per tree with an expense of $560.00 per tree over a 40 year time span. However, the annual benefit ranges from $40.00 to $51.00 per tree with a benefit of $2,040.00 over a 40 year time span. Yard trees produce higher net benefits than public trees, primarily because of lower maintenance costs.There is a 65% survival rate over a 40-year time frame for pine trees (conifers).

*From small towns surrounded by cropland, forests, and the sea, to Houston, the nation's fourth largest city, the Coastal Plain region contains a diverse assemblage of communities that are home to approximately 10 million people. The region extends in a narrow coastal band from eastern Texas along the Gulf Coast across the panhandle of Florida and north along the Atlantic Coast to southern North Carolina. Boundaries correspond with Sunset Climate Zones 28 and part of 29 (Brenzel 2001) and USDA Hardiness Zones 8 and 9. The climate*in this region ranges from mild in southeastern North Carolina to subtropical along the Gulf. Temperatures rarely fall below freezing, allowing a great number of tree species to thrive. Summers are hot and humid, though winds off the ocean and the Gulf of Mexico provide some relief. Annual precipitation ranges from 50 to 70 inches (1,200–1,800 mm) and falls fairly evenly throughout the year (Ning et al. 2003).*

The Coastal Plain region is characterized by flat, low-lying coastal areas. Rivers and streams are common, and wetlands play a critical role in the ecosystem, accommodating flood waters, cleaning stormwater runoff, and providing a vital habitat for wildlife and a nursery for many marine species. The wetlands vary in character and may be forested, including swamps, mangroves, and pocosins, or unforested, including marshes, mudflats and natural ponds, such as Carolina Bays (Ning et al. 2003; McNab and Avers 1994). Long, narrow barrier islands line the coast in many areas, buffering the mainland. Soils vary from the extremely rich alluvium of the Mississippi Delta to the arid, acidic sandy soils of the barrier islands.

The tree cover of the Coastal Plain is also quite varied and includes oak-hickory-pine forest with deciduous and evergreen hardwoods, such as red maple (Acer rubrum), hickory (Carya spp.), water (Quercus nigra) and live Oaks (Q. virginiana), sweetgum (Liquidambar styraciflua) and black gum (Nyssa sylvatica); and evergreen and deciduous needle-leaved trees, such as bald and pond Cypress (Taxodium distichum) as well as longleaf (Pinus palustris), loblolly (P. taeda), pond (P. serotina), and slash pines (P. elliottii). Most of the area was once cleared for agriculture and the existing forest is second-growth.

Hurricanes are a fact of life for Coastal Plain communities. These natural events can become human disasters. Hurricane Katrina emphasized the link between human and environmental systems when levees broke and New Orleans flooded. Accompanying the loss of approximately 250,000 structures and 1,000 lives was the destruction of many city trees that shaded streets, cleaned the air, increased property values and enhanced quality of life. Tornadoes spawned by hurricanes and summer storms also impact Coastal Plain communities. Seeing favorite trees toppled or badly damaged can be a traumatic shock to residents. However, experience suggests that many trees will recover with time because of their amazing resilience.

Quality of life improves with trees. They are distinctive features of the landscape that protect us from the elements, clean the water we drink and the air we breathe, and form a connection to earlier generations who planted and tended these trees.

Trees provide environmental benefits. trees to save energy and minimize conflicts with urban infrastructure. The same trees can provide additional benefits by reducing stormwater runoff; improving local air, soil, and water quality; reducing atmospheric carbon dioxide (CO2); providing wildlife habitat; increasing property values; slowing traffic; enhancing community attractiveness and investment; and promoting human well-being.

Trees modify climate and conserve building energy use in three principal ways:

• Shading reduces the amount of heat absorbed and stored by built surfaces.

• Evapotranspiration converts liquid water to water vapor and thus cools the air by using solar energy that would otherwise result in heating of the air.

• Reducing wind speed reduces the infiltration of outside air into interior spaces and heat loss, especially where conductivity is relatively high (e.g., glass windows) (Simpson 1998).

Trees lower temperatures. Trees can increase energy efficiency in the summer and winter.

Windbreaks reduce heat loss. Windbreaks reduce wind speed and resulting air infiltration by up to 50%, translating into potential annual heating savings of 10–12% (Heisler 1986).

Trees can save money. Trees provide greater energy savings in the Coastal Plain than in cooler climate regions because they reduce air conditioning loads during the hot, humid summers.Shade and lower air temperatures from three 25-ft tall (7.5 m) trees—two on the west side of the house and one on the east were estimated to save $77 each year for cooling, a 34% reduction (1,035 kWh).

Reducing Atmospheric Carbon Dioxide: Trees can reduce atmospheric CO_2 in two ways

• Trees directly sequester CO_2 in their stems and leaves while they grow.

• Trees near buildings can reduce the demand for heating and air conditioning, thereby reducing emissions associated with power production.

Improving Air Quality. Urban forests provide five main air quality benefits

• They absorb gaseous pollutants (e.g., ozone, nitrogen dioxide [NO_2], and sulfur dioxide [SO_2]) through leaf surfaces.

• They intercept small particulate matter (PM 10) (e.g., dust, ash, pollen, smoke).

• They release oxygen through photosynthesis.

• They transpire water and shade surfaces, which lowers air temperatures, thereby reducing ozone levels.

• They reduce energy use, which reduces emissions of pollutants from power plants, including NO_2. SO_2 PM10, and volatile organic compounds (VOCs).

Trees effectively reduce ozone and particulate matter concentrations. In Houston, TX the tree canopy was estimated to remove 60,575 tons (5,590 t) of air pollutants annually with a value of nearly $300 million (Smith et al. 2005).

Trees reduce hydrocarbon emissions. (VOCs) from gasoline that evaporates out of leaky fuel tanks and worn hoses.

Reducing Stormwater Runoff and Improving Hydrology. Trees can reduce the amount of runoff and pollutants in receiving waters (Cappiella et al. 2005).Broadleaf evergreens and conifers intercept more rainfall than deciduous species in areas where rainfall is highest in fall, winter, or spring (Xiao and McPherson 2002).

Aesthetics and Other Benefits. Trees provide a host of aesthetic, social, economic, and health benefits that should be included in any benefit–cost analysis.

Social and psychological benefits. Trees, whether it is inspiration from their beauty, a spiritual connection, or a sense of meaning (Dwyer et al. 1992; Lewis 1996).

Human health benefits. A series of studies on human stress caused by general urban conditions and city driving show that views of nature reduce stress response of both body and mind (Parsons et al. 1998).Urban green also appears to have an "immunization effect," in that people show less stress response if they have had a recent view of trees and vegetation. Hospitalized patients with views of nature and time spent outdoors need less medication, sleep better, have a better outlook, and recover more quickly than patients without connections to nature (Ulrich 1985). Skin cancer is a particular

concern in the sunny Coastal Plain region. Trees reduce exposure to ultraviolet light, thereby lowering the risk of harmful effects from skin cancer and cataracts (Tretheway and Manthe 1999).

Trees are not susceptible to wind damage and branch drop, does not require frequent pruning, produces negligible litter, is deep-rooted, has few serious pest and disease problems, and tolerates a wide range of soil conditions, irrigation regimes, and air pollutants.

Property owners with on-site trees not only benefit from increased property values, but they may also directly benefit from improved human health (e.g., reduced exposure to cancer-causing UV radiation) and greater psychological well-being through visual and direct contact with plants.

The appraised value of a tree should be reasonable in relation to the value of the property on which it sits.Studies have estimated that trees may account for up to 15 percent of the value of a residential property. (For example, a $200,000 house on a lot with three mature trees might owe as much as $30,000 of its value to the trees. Assuming that all three trees are of equal value, each tree would be valued at $10,000.)

The benefit of each tree at $2,040.00 per tree x 5 trees =	$ 10,200.00
The value to the property appraised at $108,447.00 x 15% x 5 trees =	81,335.25
The cost to remove the trees =	5,000.00
SUB-TOTAL	$ 96,535.25
Deposit	200.00
TOTAL	$ 96,735.25

The figures above do not include the harassment Plaintiff received from her neighbors as a result of one of her trees falling across the entire road. Extremely humiliating. While Mr. Clark would continue to set numerous appointments to assess the matter with the Supervisor and never keep them. Plaintiff was in need of Hays Utility Company to be responsible for the damages they caused. Another tree fell into a tree in her neighbors yard and another fell into Plaintiff's other tree propping it up. It was a disaster area. Very unsafe. The two trees in the backyard, one falling on her shed that destroyed everything in it. All Christmas ornaments, yard equipment, lawn furniture, leaving broken glass all over the yard. Every piece of furniture was destroyed. Then within 31/2 months another tree fell on the back of her home putting a hole in the ceiling and breaking 2 beams in the attic. This has contributed greatly to Plaintiff's financial disaster as well. The amount of time taken from her job to get everything cleaned up and also having to come up with the funds to cut the trees down.

As if this were not enough, within months, Plaintiff is being denied water due to a "gushing water leak" that no one witnessed except the Board Members of Hays Utility South. Invoicing Plaintiff $900.00 for this "leak" and further denying her water for three months when she refused to pay the invoice. Every day, sometimes twice per day, Plaintiff would have to fill up water bottles, heat water for a bath, unable to wash clothes requiring her to go to the washateria. Then when this Court ordered Plaintiff's water be restored she was required, by Hays Utility, to pay another deposit of funds of $200.00 because it would have been too much trouble for them to transfer her funds from one account to the other. This

game was also carried out by Robb Clark, Don Orhood and the other Board Members. Plaintiff is not the only resident in the subdivision to experience such unprofessional treatment.

ACCORDING TO:

CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT, AND APPEAL, SUBTITLE C. JUDGMENTS,CHAPTER 41. DAMAGES:

Sec. 41.008. LIMITATION ON AMOUNT OF RECOVERY. (a) In an action in which a claimant seeks recovery of damages, the trier of fact shall determine the amount of economic damages separately from the amount of other compensatory damages.

(b) Exemplary damages awarded against a defendant may not exceed an amount equal to the greater of:
(1)(A) two times the amount of economic damages; plus
(B) an amount equal to any noneconomic damages found by the jury, not to exceed $750,000; or
(2) $200,000.

Plaintiff is seeking damages for each cause of action as the law allows.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays this Court will grant her Leave to File Late this Response, and all other further relief to which Plaintiff is entitled. Plaintiff also prays for damages, punitive damages, and court costs.

Respectfully submitted,

s/s___________________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

ORDER

On this the _____ day of _______________ 2016, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Original Petition, and after careful consideration found the following:

The Court finds Plaintiff's Petition to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the _________day of April, 2016.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Response to Defendant's Amended Special Exceptions and Leave to File Late this Response was served on the parties listed below, at the addresses indicated via electronic delivery on______, April, 2016.

ATTORNEY'S FOR DEFENDANT

Mills Shirley, L.LP.
Charles P. Dunkel, Jr.
State Bar No. 24034427
Susan Price
State Bar No. 24046654
3 Riverway, Suite 100
Houston, Texas 77056
Telephone: 713-225-0547
Telecopier: 713-225-0844
cdunkel@millsshirley.com
sprice@millsshirley.com

.

/s/Karen Kristine Silvio___________________
KAREN KRISTINE SILVIO

8/15/2016 12:54:29 AM
Chris Daniel - District Clerk Harris County
Envelope No. 12156617
By: EVELYN PALMER
Filed: 8/15/2016 12:54:29 AM

CAUSE NO. C-2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT**
PLAINTIFF	§	
VS	§	**OF HARRIS COUNTY, TEXAS**
	§	
HAYS UTILITY SOUTH CORPORATION	§	
AND HARRIS COUNTY WATER CONTROL AND	§	
IMPROVEMENT DISTRICT NO.: 136	§	
DEFENDANT	§	**133RD JUDICIAL DISTRICT**
	§	
BIRNAM WOOD –FAIRFAX HOMEOWNERS	§	
ASSOCIATION, INC., DON ORAHOOD, DIRECTOR	§	
AND MICHAEL O'NEAL, ATTORNEY	§	
DEFENDANT	§	

AMENDMENT TO INCLUDE HARRIS COUNTY WATER CONTROL IMPROVEMENT DISTRICT NO. 136 AS DEFENDANTS AND NOTICE OF CEASE AND DESIST ORDER PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT § 806 HARASSMENT OR ABUSE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND PUBLIC UTILITY COMMISSION

TO THE HONORABLE JUDGE JACLANEL M. MCFARLAND:

COMES NOW, KAREN SILVIO, PLAINTIFF HEREIN, filing this her Amendment to Include Harris County Control Improvement District No. 136 as Defendants and Notice of Cease and Desist Order Pursuant to Fair Debt Collection Practices Act § 806 Harassment or Abuse, Texas Commission on Environmental Quality, and Public Utility Commission, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides AT 23102 Naples Drive, Spring, Harris County, Texas.
2. Defendant, Hays Utility South, a Management and Operations Company AND
   Defendant, Harris County Water Control Improvement District No. 136
   Defendant, Birnam Wood-Fairfax Homeowner Association, Inc., Don Orahood, Director

II.DISCOVERY LEVEL

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this case is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 for the following reasons:

(a) The relief sought by the State includes non-monetary injunctive relief

(b) The State's claim for monetary relief — including penalties, costs, expenses, consumer redress, and attorney fees — is in excess of $100,000.00.

In the alternative, discovery should be conducted in accordance with a tailored discovery control plan under Tex. R. Civ. P. 190.4.

III.JURISDICTION

4. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association, Inc. because they are all corporations organized and existing under the laws of the State of Texas, and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South Corporation, in Hams County, Texas, Harris County Water Control Improvement District No. 136, in Harris County, Texas as well as, Birnam Wood-Fairfax Homeowner Association, Inc., in Harris County. .

IV. VENUE

5. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

V.AMENDED TO INCLUDE HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #136

6. Upon receipt of documentation from Defendant's Attorney, Mills Shirley, LLP, Plaintiff realized that Hays Utility South Corporation and Harris County Water Control and Improvement District #136 are one and the same who work together but in separate areas of their business. Therefore, Plaintiff included Harris County Water Control and Improvement District #136 as a Defendant along with Hays Utility South Corporation, as suggested by Defendant's Attorney, since so many conversations, had over the years, were with Ms. Regina Adams of Radlliffe Bobbitt Adams Polley PLLC, and their knowledge of the terms of the Service Agreement, etc., as so stated.

7. Plaintiff has provided a copy of the Original Petition as well as a copy of the Third Party Petition naming Birnam Wood-Fairfax Homeowners Association, Inc., to Defendant, Harris County Water Control and Improvement District #136. Plaintiff has also included a copy of the discovery served on Hays Utility South Corporation realizing that Harris County Water Control and Improvement District No. 136 would have knowledge of some areas that Hays Utility South does not, as stated by Mills Shirley, LLP.

VI.CEASE & DESIST ORDER

8. Plaintiff moves the Court for a Cease and Desist order enjoining defendant's Hays Utility South Corporation, Harris County Water Control and Improvement District #136, and Birnam Wood-Fairfax Homeowners Association, Inc., from engaging in any acts or practices that would bring further harm to Plaintiff or Plaintiff's property. Plaintiff asks that the Court order Defendant's to cease all harassment, bullying and abusive actions against her immediately, whether conducted directly or indirectly or through any third parties of any kind.

§ 806. HARASSMENT OR ABUSE

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section.

(1) The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.

(5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse or harass any person at the called number.

(6) Except as provided in section 1692b of this title, the placement of telephone calls without meaningful disclosure of the caller's identity.

Offenses against the Public Order (e.g. Harassment, Nuisance)

In situations in which a WMC (WITHOUT MY CONSENT) victim is harassed (either "electronically" or otherwise), the State may charge a defendant with harassing if the defendant threatens the victim with physical injury or the victim reasonably believes that the defendant will physically harm him or her. It may be appropriate in situations of cyberstalking and cybercrime, which are specifically covered in subsection (a)(1).

Text of Statute(s) TEX. PENAL CODE § 42.07 (Harassment)

A person commits an offense if, with intent to harass, annoy, alarm, abuse, torment or embarrass another, he:

Initiates communication by telephone, in writing, or by electronic communication, and in the course of the communication, makes a comment, request, suggestion or proposal, that is obscene;

Threatens, by telephone, in writing, or by electronic communication, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;

Conveys in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;

Causes the telephone of another to ring repeatedly or make repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

Makes a telephone call and intentionally fails to hang up or disengage the connection;

Knowingly permits a telephone under the person's control to be used by another to commit an offense under this section; or

Sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

9. Below are instances where Hays Utility South/Harris County Water Control and Improvement District No: 136/ HOA Director, Don Orahood overseen by Michael O'Neal, Attorney and Centerpoint Energy have co-mingled in harassing and bullying Plaintiff, abusing her and her property:

A. On September 2, 2015, when Plaintiff experienced power surges and loss of electricity she called out Centerpoint Energy. They came out, checked and reported that she would have to replace her breaker box. From September 2, 2015 until May 14, 2016, Eight (8) months, Plaintiff had only partial electricity flowing through her home. She was unable to use electrical outlets higher than 150 amps which meant no hot water heater, no washer/dryer, no stove/oven, no refrigerator etc.

On September 8, 2015, she was invoiced $639.68 for this "gushing water leak" from Hays Utility South Corporation. Having witnesses that this was a lie, Plaintiff refused to pay this invoice and from September 29, 2015 until December 22, 2015 Plaintiff was denied water to her home. As stated in her original petition, Plaintiff was informed by Robb Clark, Client Manager of Hays Utility South that the pipe that required repair was her property and therefore she would need to call a Plumber to repair this pipe. He informed her that her water would be turned off until the pipe was repaired. Plaintiff called Robb Clark back to inform him that her Plumber would be at her home the following morning to repair the pipe. However, when her Plumber arrived at 9:00 a.m. he found that her pipe had already been repaired the evening before, as admitted by Robb Clark. Plaintiff's pipe that was repaired was taken off her property prior to inspection by Plaintiff's expert plumber.

B. On May 17, 2016 Plaintiff notices a Centerpoint Energy worker in her backyard. At approximately the same time her power surged, once or twice. Plaintiff asked if there was a problem and he said he was here to see why she had no electricity. Plaintiff corrected him that she did have electricity. He argued and asked her to step over to the meter and he would prove it and she invited him into her home for the experience of seeing it for himself. Then he asked Plaintiff if she knew a "Greg Pavlicek". Plaintiff answered "no why?" He said "he is on the water board for the Harris County WCID #136." Plaintiff said "and?" He said " I was just wondering if you knew him that's all". Nothing else was said.

The worker then went behind her neighbors fence and came back telling Plaintiff that her underground electrical wires is what caused her to lose power (Plaintiff had not lost power) stating "therefore this will all have to be replaced." Plaintiff explained that Centerpoint had previously said it was the breaker box. Therefore, Plaintiff had the breaker box completely restored and the job was completed, by her Electrician, on May 14, 2016. Now, 2 days and $800.00 later, Centerpoint Energy *happens* onto her property, unannounced, unsolicited and attempting to prove that Plaintiff was without electricity when she was not. Further diagnosing "the problem" to be that of her underground wiring system which is an expense somewhere in the vicinity of $3,500.00.

"Kevin" said he worked out of the Humble Texas office and left Plaintiff his name and employee number. Plaintiff asked "Kevin" who called him to her home and he said that the "smart meter" had alerted him. It has been confirmed with Centerpoint Management that this could not be. Because replacing the underground electrical wiring is a major expense Plaintiff was forced to sign a contract with Centerpoint Energy to have an above ground electrical bypass installed costing her $261.00 per month until the underground electrical wiring is replaced. Since "Kevin" cut off her electricity Plaintiff had no alternative but to sign the agreement.

On June 19, 2016 at 10:40 p.m. Plaintiff's electricity went off. Plaintiff finding that no one in the subdivision was without lights but her, called Centerpoint Energy. A Centerpoint worker arrives about midnight, speaks to Plaintiff saying "I bet you didn't even know you were without electricity". Plaintiff responded that "yes she did that she was the one that requested he come out". A couple of hours later Plaintiff is still without electricity and goes outside for status and all her equipment is off her house and laid out on the ground but the Centerpoint man had left. She called Centerpoint Energy to find that there was no record of her call in regarding her outage but that the Centerpoint man found that whatever happened caused her house to catch on fire which was the reason her equipment was laid out on the ground. Plaintiff had to partially move out of her home for two days, into a hotel, and was instructed by Centerpoint Energy explained that since this was her property it was her responsibility to have an Electrician come out and now replace the "meter can" that holds all the wiring from the underground electrical wiring (or now in Plaintiff's case the above ground bypass electrical wiring that belongs to Centerpoint Energy) and all the electrical plugs and wires from the breaker box that had been replaced as well.

However, before Plaintiff could reach her Electrician to come out and replace the "meter can" Centerpoint Energy had their own Electrician come out and replace the meter can themselves taking Plaintiff's old meter can (her property) with them prior to inspection by Plaintiff's expert electrician. The same act as Hays Utility South and/or Harris County Water Improvement District #136 had done with their plumber on this "gushing water leak".

Currently there is an investigation pertaining to the electrical issues since, the same problem occurred even after the breaker box was restored, after the above ground bypass was installed and the house caught fire only after Centerpoint appeared on the property, mentioning the name of Greg Palvachek, Board Member with Hays Utility South/Harris County Water Improvement District #136 and HOA, Don Orahood, Director and Water Board Member and Michael O'Neal, Attorney for HOA.

On Friday, July 22, 2016, Plaintiff finding Defendant's Technician "Eugene" in front of her home stopped to ask if there was a problem in which he, "Eugene," replied "no that he had only stopped to use his phone". However, Plaintiff, and a friend that accompanied her, then realized that her cover to her meter had been removed and was in the back of "Eugene's" truck. When Plaintiff questioned "Eugene" about this to be sure there was no problem with her meter etc., he responded that he was not sure how the cover to her meter had ended up in the back of his truck but assured her there was no problem with her water or meter or pipes or anything.

Later on the same day, at approximately 4:30 – 5:00 p.m., Plaintiff would receive a termination notice of her water from Defendant, dated July 19, 2016. Plaintiff knowing she had made her June payment knew this must be a mistake and proceeded to contact Defendant's office for clarification, however, due to the time found there office to be closed.

She then placed a call to Defendant's Client Manager, Robb Clark, who proceeded to tell her to pay the bill but to take it up with the office on Monday and he too would look into it on Monday morning. Unfortunately, as Plaintiff explained this was impossible as she was waiting for a deposit to clear her bank before she could use the funds in her account.

Later she realized that the bill in question is one she had yet to receive that was due to be paid by June 17, 2016. Once the bill was faxed to Plaintiff, by "Ashley", there were increases on several fees that were questionable and, to date, has been unable to get both "Ashley or Jessica" at Hays Utility South Corporation to explain them to her. Plaintiff also left message on the same day for Robb Clark for explanation of the charges, however, he has never returned her call.

Plaintiff explained her dilemma to Ashley (about the problem with her bank) and that she was glad to have the 10 days notification time to take care of it. The termination letter was dated July 19, 2016. However, Ashley wanted to allow Plaintiff an extension of two (2) days, explaining that they do allow a one time, per year, extension to everyone. Plaintiff gratefully accepted this but pointed out that an extension would not be necessary given the fact that she is allowed 10 days notification from the date of the Termination Letter. Ashley asked Plaintiff to hold and returned to inform her that, per her conversation with Robb Clark, Plaintiff is required to pay the $87.00 (est.) by 4:00 or her water would be cut off the next morning at 8:00 a.m. Plaintiff questioned her about the 2 days extension time and/or the 10 day notification time but she was informed that according to Robb Clark she was not entitled to either.

Plaintiff then received a call from a person at the Texas Commission on Environmental Quality, that was attempting to assist Plaintiff by talking with Hays Utility South Corporation, she said that according to her conversation with Ashley they were acting in accordance with the instructions of the Clerk of the Court in denying Plaintiff water. Plaintiff called and spoke with Ms. Evelyn Palmer, Clerk of the Court, who stated that she had spoke to no one and gives no one directives.

Plaintiff was not allowed to have 10 days notification or a 2 day extension. Plaintiff's water was turned off at 4:00 and Plaintiff paid the water bill the next morning and was charged $300.00 for an $87.00 water bill. According to the conversation with Ashley she was discriminated against where the 2 day extension is "normally" offered to everyone and was also discriminated against according to the Texas Commission on Environmental Quality and per the Public Utility Commission as well. For as long as Plaintiff has lived in this subdivision she has never been made aware of the 2 day extension or the 10 day notification from the date of the disconnect letter. Plaintiff has attached a copy of her disconnect notice. **See Attached Exhibit "A".**

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Administrative Code	
TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 291	UTILITY REGULATIONS
SUBCHAPTER E	CUSTOMER SERVICE AND PROTECTION
RULE §291.88	Discontinuance of Service

(a) Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A) the words "termination notice" or similar language approved by the executive director written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges;

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the executive director;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility's local office;

(F) the total past due charges;

(G) all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PUBLIC UTILITY COMMISSION OF TEXAS -- Water and Sewer Substantive Rules

Chapter 24 Rules - SUBCHAPTER E – CUSTOMER SERVICE AND PROTECTION CHAPTER 2
4. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS
.
Subchapter E. CUSTOMER SERVICE AND PROTECTION.§24.88-1 effective 9/1/14 (P 42190) §24.88. Discontinuance of Service. (a)Disconnection with notice.
(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:
(A)the words "termination notice" or similar language approved by the commission written in a way to stand out from other information on the notice;
(B) the action required to avoid disconnection, such as paying past due service charges,
(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the commission;
(D) the intended date of disconnection;
(E) the office hours, telephone number, and address of the utility's local office;
(F) the total past due charges;
(G)all reconnect fees that will be required to restore water or sewer service if service is disconnected.
(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:
(i) that failure to pay past due sewer charges will result in termination of water service; and
(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays this Court will grant her Cease and Desist Order, and all other and further relief to which Plaintiff is entitled.

Respectfully submitted,

s/s____________________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

CEASE AND DESIST ORDER

Defendants, Hays Utility South Corporation, Harris County Water Control and Improvement District No. 136 and Birnam Wood - Fairfax Homeowners Association, Inc., are hereby notified to cease and desist any and all further unlawful actions of harassment in accordance with Federal Statute 18 uscs 2661A, including but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal, and/or non-verbal attacks meant to:

1). Pester/harass either in person, or via written or electronic format
2). Spy involving following or watching
3). Cause distress thru threat of violence or fear of violence, and/or
4). Call with intent to harass

Harassment is defined as the participation "in a course of conduct directed at a specific person that serves no legitimate purpose under the circumstances to be frightened, intimidated or emotionally distressed."
"A person commits the crime of aggravating stalking if he or she purposely, through his or her course of conduct, harasses or follows with the intent of harassing another person".
THEREFORE, you are hereby ordered to immediately stop any further forms of harassment as your actions violate Plaintiff's rights under the law.

On this the _____ day of August 2016, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Cease and Desist Order and after careful consideration found the following:

The Court finds Plaintiff's Petition and Cease and Desist Order to be in good standing and therefore, ORDERS that this cause of action for her Motion to be ______________GRANTED or _________________DENIED.

____
PRESIDING JUDGE

SIGNED this the ________day of August, 2016.

HARRIS COUNTY WCID #136
P.O. Box 2569
Spring, TX 77383

07/19/16

SILVIO KAREN
23102 NAPLES DR
SPRING, TX 77373-6870

RE: Account Number 20820-4-02-16600-05
Service Address 23102 NAPLES DR

Dear Customer:

Our records indicate that your account is delinquent, with a past due balance of $ 86.74 . These delinquent charges must be paid before 4:00 pm on 07/25/16 to avoid termination of water service under the policies established by the District. Payment can be paid at our office, located at 2200 Sciaaca Rd. Spring, Texas 77373, between the hours of 8:30 am and 4:00 pm or go to our web page, www.HaysUtility.com to view your account and/or pay by debit/credit card or E-Check. Your District code is 820 Our field employees are NOT authorized to accept payments to have service restored.

An additional $15 delinquent letter fee has been posted to your account for the mail delivery of this notice.

If your service is disconnected for nonpayment, you will have to pay the following charges, as well as other delinquent fees accrued due to becoming delinquent and service being disconnected, as required by the District's Rate order, BEFORE service can be restored.

Past Due:	$	86.74
Current Charges:	$	71.47
Additional Deposit:	$	MAY APPLY
Penalty Cut-Off Fee:	$	75.00

If you wish to discuss your account or appeal this matter; please contact a Customer Service Representative at (281)353-9756, between 8:30 am and 4:00 pm before 07/25/16. Appeals made by writing to the Board of Directors of the District, are to be sent to: P.O. Box 2569, Spring, TX 77383. You may also appeal by attending the District's next regular board meeting which is held at 23003 Banquo Spring, TX 77373 on 07/25/16 at 7:00 pm.

Very Truly Yours,

Board of Directors

Ex A-1

PRESORTED
FIRST CLASS
MAIL
US POSTAGE
PAID
AVR INC.

RETURN SERVICE REQUESTED

080 145 FJHFHP1 77373

11/11/2016 12:38:30 PM
Chris Daniel - District Clerk Harris County
Envelope No. 13750612
By: EVELYN PALMER
Filed: 11/11/2016 12:38:30 PM

CAUSE NO. 2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT OF
	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
	§	
HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY	§ § §	133rd JUDICIAL DISTRICT

Defendant Hays Utility South Corporation's Motion for Leave to Designate Responsible Third Parties

TO THE HONORABLE JUDGE OF SAID COURT:

Pursuant to Texas Civil Practices & Remedies Code § 33.004, Defendant Hays Utility South Corporation ("Hays Utility") moves for leave of Court to designate responsible parties in the above case, and would show this Honorable Court as follows:

I. SUMMARY OF RELIEF

Hays Utility seeks to designate Birnam Wood-Fairfax Homeowners Association, Inc. and Harris County Water Control and Improvement District #136 as responsible third parties for purposes of determining and allocating responsibility under Sections 33.001 *et seq.* of the Texas Civil Practices and Remedies Code.

This suit is brought by a *pro se* plaintiff. Plaintiff initially brought suit against this Defendant, alleging improper utility shut off and destruction of trees on her property. Plaintiff has since pled allegations against two other entities but has failed to properly serve them and add them to this lawsuit.

Plaintiff pled allegations against Harris Co. WCID #136 and Birnam Wood-Fairfax Homeowners Association, Inc. in her August 15, 2016 pleading. However, plaintiff has failed to properly serve either new defendant.

Thus, due to Plaintiff's pleadings of allegations against these additional parties and her inability to properly obtain service on these new defendants, Hays Utility must file this Motion for Leave to Designate Responsible Third Parties on these entities.

II. PROCEDURAL BACKGROUND

Hays Utility previously pled and argued Special Exceptions, requesting clarification of the causes of action against it and to clarify that some of Plaintiff's allegations are toward separate entities (i.e. not Hays Utility). *See* Hays Utility Amended Special Exceptions filed on March 10, 2016.

On April 24, 2016, Plaintiff filed a response to Hays Utility's Special Exceptions and indicated that she filed a "Third Party Petition" in order to bring other parties into the lawsuit (namely, at that time, Birnam Wood Fairfax Homeowner Association, Inc.). *See* **Exhibit 1** at p. 5.

Plaintiff attempted to efile the "Third Party Petition" but it was not accepted by the district clerk. *See* **Exhibit 2**.

Despite the "Third Party Petition" not being in the Court's file on this case, Plaintiff filed a Civil Process Request on August 15, 2016, requesting that the Harris County Constable serve Birnam Wood-Fairfax Homeowner Association. *See* **Exhibit 3**. As of the time of this filing, this service has not been completed (upon information and belief, most likely because the underlying pleading was not an accepted filing and/or due to a failure to pay the citation and service of process fee)[1].

On August 15, 2016, Plaintiff filed an "Amendment to Include Harris County Water Control Improvement District No. 136 as Defendants and Notice of Cease and Desist Order Pursuant to Fair Debt Collection Practices Act § 806 Harassment or Abuse, the Texas Commission on Environmental Quality and

[1] To add the new party, Plaintiff filed a "Third Party Petition" (which requires a filing fee) instead of an Amended Petition (which requires no additional fee, except for citation and service costs for the Constable upon the new added party).

Public Utility Commission." *See* **Exhibit 4**. In this pleading, she included (besides this Defendant) Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association. *Id.* To date, Plaintiff has failed to properly serve either defendant.

III. ARGUMENT & AUTHORITIES

Texas Civil Practices and Remedies Code §33.004(a) allows a defendant to seek the designation of responsible third parties by the filing of a motion for leave to designate responsible third parties. The Court shall grant leave, unless an objection is filed, on or before the 15th day after the date the motion is served.[2]

Texas Civil and Remedies Code §33.011(6) contains a broad definition of a responsible third party: "Responsible third party means any person who is alleged to have caused or contributed to causing in any way the harm for which recovery of damages is sought, whether by negligent act or omission, by any defective or unreasonably dangerous product, by other conduct or activity that violates an applicable legal standard, or by any combination of these…"[3]

Plaintiff alleges that the occurrence at issue was also caused by the negligence of Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association. *See* **Exhibit 4**.

The court is entitled to consider the purported fault of Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association in allegedly causing Plaintiff's injuries based on the allegations Plaintiff has made in her pleadings.

IV. CONCLUSION AND PRAYER

Ultimately, Hays Utility South Corporation is confident that the total lack of evidence will exonerate it from the accusations in this lawsuit. However, in the unlikely event Hays Utility South Corporation is held liable, Harris County Water

---

[2] Tex. Civ. Prac. & Rem. Code §33.004(b).

[3] Tex. Civ. Prac. & Rem. C. §33.011(6).

Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association must share in that liability.

WHEREFORE PREMISES CONSIDERED, DEFENDANT HAYS UTILITY SOUTH CORPORATION respectfully requests that, on hearing, this Court grant leave for the designation of Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association as responsible third parties for the purpose of determining and allocating responsibility and/or listing these parties on the jury verdict form to allow allocation of fault to these parties. Hays Utility South Corporation requests such other and further relief as to which it may be justly entitled.

Respectfully submitted,

MILLS SHIRLEY, L.L.P.

By: */s/ Susan L. Price*
Charles P. Dunkel, Jr.
State Bar No. 24034427
Susan Price
State Bar No. 24046654
3 Riverway, Suite 100
Houston, TX 77056
Telephone: (713) 225-0547
Fax: (713) 225-0844
cdunkel@millsshirley.com
sprice@millsshirley.com
Attorneys for Defendant
Hays Utility South Corporation

CERTIFICATE OF SERVICE

By my signature below, I hereby certify that a true and correct copy of the foregoing document was forwarded to all parties of record on this 11th day of November, 2016:

Via Email (efile.txcourt.gov): kristysilvio@yahoo.com

Via Regular Mail
Karen Silvio
23106 Naples Drive
Spring, Texas 77373

Via Regular Mail
Karen Silvio
23102 Naples Drive
Spring, Texas 77373

/s/ *Susan L. Price*
Susan L. Price

4/24/2016 4:09:40 PM
Chris Daniel - District Clerk Harris County
Envelope No. 10271904
By: JIMMY RODRIGUEZ
Filed: 4/25/2016 12:00:00 AM

EXHIBIT 1

CAUSE NO. C-2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT
PLAINTIFF	§	
VS	§	OF HARRIS COUNTY, TEXAS
	§	
HAYS UTILITY SOUTH, A MANAGEMENT	§	
AND OPERATIONS COMPANY	§	133RD JUDICIAL DISTRICT
DEFENDANT	§	

PLAINTIFF'S RESPONSE TO DEFENDANT'S AMENDED SPECIAL EXCEPTIONS, LEAVE TO FILE LATE THIS RESPONSE AND PLAINTIFF'S THIRD PARTY PETITION

TO THE HONORABLE JUDGE JACLANEL M. MCFARLAND:

COMES NOW, KAREN KRISTINE SILVIO, PLAINTIFF HEREIN, filing her Response to Defendant's Amended Special Exceptions, Leave to File Late this Response, and Third Party Petition, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides AT 23102 Naples Drive, Spring, Harris County, Texas.
2. Defendant, Hays Utility South, a Management and Operations Company

II.DISCOVERY LEVEL

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this case is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 for the following reasons:

(a) The relief sought by the State includes non-monetary injunctive relief

(b) The State's claim for monetary relief — including penalties, costs, expenses, consumer redress, and attorney fees — is in excess of $100,000.00.

In the alternative, discovery should be conducted in accordance with a tailored discovery control plan under Tex. R. Civ. P. 190.4.

III.JURISDICTION

4. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, because they are a corporation organized and existing under the laws of the State of Texas, and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South, in Hams County, Texas.

IV. VENUE

5. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

V.LEAVE TO FILE LATE RESPONSE

6. Plaintiff request this court leave to file late her response as the U.S. Post Office held her mail from October until March for reasons unknown. Plaintiff apologizes for the mistakes made on her Original Petition. It was not to cause delay but a lack of knowledge in the law industry.

VI. RESPONSE TO SPECIAL EXCEPTIONS

7. The intentional conduct in which to bring harm to Plaintiff was Defendant's actions of discrimination, harassment and bullying against Plaintiff and the reason she has brought this lawsuit. Plaintiff listed her causes of actions as:

a. Negligence and Negligent Misrepresentation
b. Promissory Estoppel
c. Breach of Fiduciary Duty
d. Breach of Deceptive Trade Practices Act

8. Sections 6 and 7 are two instances carried out by Defendant's and the parties in which "they" alleged were the reasons behind their actions of denying her water. Defendant's are the ones that made the allegations against the third parties. Defendant is the one that told Plaintiff she would need to contact David Patterson regarding the reason her water had been turned off and when she did both David Patterson and Tommy Lee, Tax Assessor-Collector, denied this. The date of this occurrence is reflected in section 7 as June 4, 2015.

9. Section 8 begins with the date of January 29, 2010 which is all about the destruction of her pine trees on her property, as a result of the Supervisor not reading the survey to know the correct location of the pipes in need of repair.

10. Section 9-16 is in regards to their claims that Plaintiff had a "gushing" water leak at her property which reflects the date and times of each conversation

11. Section 17 is the fact that she relied on information given by Robb Clark, Client Service Manager, employed by Hays Utility.

12. Every cause of action listed serves the purpose of each allegation.

Negligent and Negligent Misrepresentation: Defendant knew that when he cut into the roots of Plaintiff's two trees, without treating the trees, it will not only cause the death of the trees and it will most likely cause a disease throughout the yard and adjacent yards as far out as the tree(s) are tall. Defendant knew this so well that when Plaintiff asked if Hays would treat or replace her landscaping as a result of their negligent act he quickly responded that Hays Utility would be willing to replace the trees and any landscaping. The negligence came from not reading the survey prior to digging.

This action also refers to Plaintiff's water being turned off for several months when in fact there was not a water leak of any kind. Plaintiff had witnesses with her on the date and exact time that there was supposedly a "gushing" water leak. Plaintiff has a witness at the time she received the phone call from Robb Clark at Hays regarding the leak in which Plaintiff and her witness drove to her home to witness this water leak and found nothing. The same with the men that was coming to repair the leak. When they arrived the pipe was repaired to the extent that no one knows or will ever know that there was a problem with Plaintiff's pipe. Hays was never given the authority to repair Plaintiff's pipe and will be held responsible for any problems in the future.

Promissory Estoppel: when a person makes a false statement to another and the listener relies on what was told to him/her in good faith and to his/her disadvantage. In order to see that justice is done a court will treat the statement as a promise, and in a trial the judge will preclude the maker of the statement from denying it. This action also applies to both instances.

Plaintiff lived in fear and as a result of their refusal to treat the trees. Plaintiff lost all trees in her back and front yard and her neighbors lost their trees as well.

Plaintiff requested her water be turned off, although she nor her witnesses had seen anything in resemblance to a water leak, she was told the water was off and was billed $900.00 for a "water leak" that continued to pour out two swimming pools of water (the equivalence as to the amount of the invoice) that no one could see but Defendant(s).

Breach of Fiduciary Duty: There is a relationship that was formed many years ago between Plaintiff and Defendant, as there is with all residents. A relationship that one expects the truth from the other. A relationship that is not suspicious of their crew being on their property to the extent of trusting them and their word. This is the reason that Plaintiff agreed to have her water turned off even though she nor anyone of her witnesses seen any kind of a leak. Plaintiff took Robb Clark at his word. She found the men she wanted to repair the pipe, called Mr. Clark with the time and date of when they would arrive, and unknown to her Mr. Clark took it upon himself to have his own person make the repairs without so much as mentioning this to Plaintiff. He had this work completed the night before the morning her men were to arrive.

Likewise, Plaintiff also trusted Defendant to replace her landscaping. Robb Clark set several appointments with Plaintiff to meet with her and the Supervisor and assess the problem to restore her landscaping as it was prior to their negligence. Promises were made and not kept. Plaintiff trusted them as she had in years gone by.

BREACH OF FIDUCIARY DUTY ELEMENTS OF CLAIM UNDER TEXAS LAW

The elements of a breach of fiduciary duty claim are (1) a fiduciary relationship between the plaintiff and defendant, (2) a breach by the defendant of his fiduciary duty to the plaintiff, and (3) an injury to the plaintiff or benefit to the defendant as a result of the defendant's breach. Lundy v. Masson, 260 S.W.3d 482, 501 (Tex. App.—Houston [14th Dist.] 2008, pet. denied).

The term "fiduciary" contemplates good faith and fair dealing. The term includes informal relations which exist whenever one party trusts and relies on another. The origin of the confidence may be moral, social, domestic, or personal. *Texas Bank and Trust Co. v. Moore,* 595 S.W.2d 502, 507 (Tex. 1980).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY-STATUTORY POWERS AND DUTIES OF THE DISTRICT BOARD OF DIRECTORS:

A water district is a political subdivision endowed with the functions, powers, authority, rights, and duties that will permit it to accomplish the purposes for which it was created. The legislature recodified the statutory provisions governing most types of districts into Chapter 49, Texas Water Code, the primary reference used in the Handbook. Chapter 293, 30 Texas Administrative Code, is the primary reference used for Commission Rules governing most types of districts. A district's statutory purposes may include water supply, wastewater treatment, storm water control, irrigation, navigation, fire fighting, and development of parks and recreational facilities. Municipal utility districts and water control and improvement districts are given additional powers in solid waste management. ***The board of directors manages and controls these district affairs including financial management, employment, and purchasing. The board establishes policies, in the interests of the district's residents and customers, to aid in this process.***

Cornell University Law School:

Fiduciary Duty

Definition

A fiduciary duty is a legal duty to act solely in another party's interests. Parties owing this duty are called fiduciaries. The individuals to whom they owe a duty are called principals. Fiduciaries may not profit from their relationship with their principals unless they have the principals' express informed consent. They also have a duty to avoid any conflicts of interest between themselves and their principals or between their principals and the fiduciaries' other clients. A fiduciary duty is the strictest duty of care recognized by the US legal system.

Examples of fiduciary relationships include those between a lawyer and her client, a guardian and her ward, and a director and her shareholders.

Breach of Deceptive Trade Practices Act: Plaintiff has shown in her original petition where both instances line up with this cause of action.

THIRD PARTY PETITION

Plaintiff has filed a Third Party Petition to include Birnam Wood Fairfax Homeowner Association, Inc., in this lawsuit. Don Orhood, Director of the HOA, as well as being a Board Member on the Board of Directors of Hays Utility South, that sued Plaintiff, April 22, 2014, seeking monetary relief of $100,000.00, as stated in the Petition: **See Attached Exhibit "1".**

"Violations of the Restrictions and state law at Section 204 of the Texas Property Code, in that several tall towering pine trees in the front yard of the Lot have died and are leaning. In fact, one tree has already fallen across and blocked the street in the front of the house. Several more pine trees appear on the verge of falling into the street, the Defendant's house and/or nearby houses and poses an extreme danger to the community."

Plaintiff could not have agreed more. However, when Plaintiff answered with a Compulsory Counterclaim then the Association filed their "Plaintiff's Motion for Special Exceptions and Plea to the Jurisdiction as to Defendant's Counterclaim" further pleading:

"The Plaintiff is not seeking further relief with respect to the dead trees and that matter is moot. The dead trees have been removed and do not pose a danger to the community as previously alleged and was the only basis for relief sought with respect to the dead trees. The Defendant's rights to pursue a claim against Hays Utility South remain and my be pursued in another venue and cause of action unrelated to this cause of action."

Plaintiff, pursuant to Tex. R. Civ. P. 38(b), that governs third-party practice in Texas, now exercises her right to add Birnam Wood Fairfax Homeowner Association, Inc., to this lawsuit to show unto the Court that Don Orhood, Director of the HOA as well as being on the Board of Directors for Hays Utility South, a Management and Operations Company, brought this lawsuit against Plaintiff with full knowledge that the damages to her property, by Hays Utility South, resulted in her being in violation of the Deed Restrictions. The damage to her property and denying her water supply are games often carried out by Robb Clark, Don Orhood and other Board Members of Hays Utility South. **See Attached Exhibit "2".**

WATER CODE TITLE 4. GENERAL LAW DISTRICTS CHAPTER 49. PROVISIONS APPLICABLE TO ALL DISTRICTS SUBCHAPTER A. GENERAL PROVISIONS - SUBCHAPTER C. ADMINISTRATIVE PROVISIONS

Sec. 49.052. DISQUALIFICATION OF DIRECTORS. (a) A person is disqualified from serving as a member of a board of a district that includes less than all the territory in at least one county and which, if located within the corporate area of a city or cities, includes within its boundaries less than 75 percent of the incorporated area of the city or cities, if that person:

(2) is an employee of any developer of property in the district **or any director,** manager, engineer, attorney, or other person providing professional services to the district or a developer of property in the district in connection with the district or property located in the district;

(4) is serving as an attorney, consultant, engineer, manager, architect, **or in some other professional capacity for the district** or a developer of property in the district in connection with the district or property located in the district;

(5)(A) **is a party to a contract with or along with the district** except for the purchase of public services furnished by the district to the public generally; or

(B) **is a party to a contract** with or along with a developer of property **in the district relating to the district or to property within the district,** other than a contract limited solely to the purpose of purchasing or conveying real property in the district for the purpose of either establishing a permanent residence, establishing a commercial business within the district, or qualifying as a director; or

(6) during the term of office, fails to maintain the qualifications required by law to serve as a director.

(b) Within 60 days after the board determines a relationship or employment exists which constitutes a disqualification under Subsection (a), it shall replace the person serving as a member of the board with a person who would not be disqualified.

(c) Any person who wilfully occupies an office as a member of a board and exercises the powers and duties of that office when disqualified under the provisions of Subsection (a) is guilty of a misdemeanor and, on conviction, shall be fined not less than $100 nor more than $1,000.

Plaintiff interprets the above laws as being the Director of the HOA, as well as being, a Board Member for Hays Utility South, as a conflict. Don Orhood and Defendant, Hays Utility South use this power and authority to their advantage and for their own personal gain, just as they did by cutting off Plaintiff's water supply. Who would have made the profit of the $900.00 invoice if Plaintiff would have paid it? Robb Clark named Don Orhood and the other Board Members as being the ones that witnessed this water leak that no one else could see. Just as they did when they damaged Plaintiff's trees. Plaintiff would call Robb Clark for restoration and Robb Clark would tell plaintiff to talk with Don Orhood. All the while Don Orhood's response is "no" and then threatens Plaintiff with a lawsuit seeking damages of $100,000.00. Had Plaintiff not answered with a Compulsory Counterclaim who would have profited from the $100,000.00 claim?

Don Orhood, as Director of the HOA for Birnam Wood Fairfax, signs contracts for the services of this subdivision and signed the contract between Birnam Wood Fairfax and the Constables Office until at such time, without the consent of the homeowners of Birnam Wood Fairfax, transferred the residents rights to that contract over to Hays Utility South. Hays Utility South, in turn, deposits monies for that contract, from the residents of Birnam Wood Fairfax into their bank accounts, bearing their name, to receive all interest from the deposit of funds. In essence the residents of Birnam Wood Fairfax pays the invoice for security however, they lose all rights as a party to the contract, as their name has been

removed and Hays Utility South entered. There are a number of adverse effects to the homeowners as a result of the change made on this Security contract that the homeowners are still unaware of.

Further pleading, Hays Utility South constructed a monument in the park at the entry to the subdivision as an appreciation to Don Orhood. Hays Utility South has charged an RWA (Regional Water Authority) fee to the homeowners in order to change over to a better supply of water that has never occurred and reports are that they do not know when this will occur. Another fee charged to the homeowners, held in an account bearing the name of Hays Utility South, for the past ten (10) years.

Plaintiff wonders if the Board Members of Hays Utility South is aware that they are public servants and have a fiduciary duty to the homeowners of Birnam Wood Fairfax. Their actions of this nature have been going on for at least the last ten (10) years and Plaintiff is requesting this court appoint someone to investigate the books of both, the Homeowners Association and Hays Utility South.

VII.DAMAGES

13. It has been determined that Yard Pine Trees are much more beneficial than they are costly. The annual costs range from $10.00 to $14.00 per tree with an expense of $560.00 per tree over a 40 year time span. However, the annual benefit ranges from $40.00 to $51.00 per tree with a benefit of $2,040.00 over a 40 year time span. Yard trees produce higher net benefits than public trees, primarily because of lower maintenance costs.There is a 65% survival rate over a 40-year time frame for pine trees (conifers).

*From small towns surrounded by cropland, forests, and the sea, to Houston, the nation's fourth largest city, the Coastal Plain region contains a diverse assemblage of communities that are home to approximately 10 million people. The region extends in a narrow coastal band from eastern Texas along the Gulf Coast across the panhandle of Florida and north along the Atlantic Coast to southern North Carolina. Boundaries correspond with Sunset Climate Zones 28 and part of 29 (Brenzel 2001) and USDA Hardiness Zones 8 and 9. The climate*in this region ranges from mild in southeastern North Carolina to subtropical along the Gulf. Temperatures rarely fall below freezing, allowing a great number of tree species to thrive. Summers are hot and humid, though winds off the ocean and the Gulf of Mexico provide some relief. Annual precipitation ranges from 50 to 70 inches (1,200–1,800 mm) and falls fairly evenly throughout the year (Ning et al. 2003).*

The Coastal Plain region is characterized by flat, low-lying coastal areas. Rivers and streams are common, and wetlands play a critical role in the ecosystem, accommodating flood waters, cleaning stormwater runoff, and providing a vital habitat for wildlife and a nursery for many marine species. The wetlands vary in character and may be forested, including swamps, mangroves, and pocosins, or unforested, including marshes, mudflats and natural ponds, such as Carolina Bays (Ning et al. 2003; McNab and Avers 1994). Long, narrow barrier islands line the coast in many areas, buffering the mainland. Soils vary from the extremely rich alluvium of the Mississippi Delta to the arid, acidic sandy soils of the barrier islands.

The tree cover of the Coastal Plain is also quite varied and includes oak-hickory-pine forest with deciduous and evergreen hardwoods, such as red maple (Acer rubrum), hickory (Carya spp.), water (Quercus nigra) and live Oaks (Q. virginiana), sweetgum (Liquidambar styraciflua) and black gum (Nyssa sylvatica); and evergreen and deciduous needle-leaved trees, such as bald and pond Cypress (Taxodium distichum) as well as longleaf (Pinus palustris), loblolly (P. taeda), pond (P. serotina), and slash pines (P. elliottii). Most of the area was once cleared for agriculture and the existing forest is second-growth.

Hurricanes are a fact of life for Coastal Plain communities. These natural events can become human disasters. Hurricane Katrina emphasized the link between human and environmental systems when levees broke and New Orleans flooded. Accompanying the loss of approximately 250,000 structures and 1,000 lives was the destruction of many city trees that shaded streets, cleaned the air, increased property values and enhanced quality of life. Tornadoes spawned by hurricanes and summer storms also impact Coastal Plain communities. Seeing favorite trees toppled or badly damaged can be a traumatic shock to residents. However, experience suggests that many trees will recover with time because of their amazing resilience.

Quality of life improves with trees. They are distinctive features of the landscape that protect us from the elements, clean the water we drink and the air we breathe, and form a connection to earlier generations who planted and tended these trees.

Trees provide environmental benefits. trees to save energy and minimize conflicts with urban infrastructure. The same trees can provide additional benefits by reducing stormwater runoff; improving local air, soil, and water quality; reducing atmospheric carbon dioxide (CO_2); providing wildlife habitat; increasing property values; slowing traffic; enhancing community attractiveness and investment; and promoting human well-being.

Trees modify climate and conserve building energy use in three principal ways:

- Shading reduces the amount of heat absorbed and stored by built surfaces.
- Evapotranspiration converts liquid water to water vapor and thus cools the air by using solar energy that would otherwise result in heating of the air.
- Reducing wind speed reduces the infiltration of outside air into interior spaces and heat loss, especially where conductivity is relatively high (e.g., glass windows) (Simpson 1998).

Trees lower temperatures. Trees can increase energy efficiency in the summer and winter.

Windbreaks reduce heat loss. Windbreaks reduce wind speed and resulting air infiltration by up to 50%, translating into potential annual heating savings of 10–12% (Heisler 1986).

Trees can save money. Trees provide greater energy savings in the Coastal Plain than in cooler climate regions because they reduce air conditioning loads during the hot, humid summers.Shade and lower air temperatures from three 25-ft tall (7.5 m) trees—two on the west side of the house and one on the east were estimated to save $77 each year for cooling, a 34% reduction (1,035 kWh).

Reducing Atmospheric Carbon Dioxide: Trees can reduce atmospheric CO2 in two ways

- Trees directly sequester CO2 in their stems and leaves while they grow.

- Trees near buildings can reduce the demand for heating and air conditioning, thereby reducing emissions associated with power production.

Improving Air Quality. Urban forests provide five main air quality benefits

- They absorb gaseous pollutants (e.g., ozone, nitrogen dioxide [NO2], and sulfur dioxide [SO2]) through leaf surfaces.

- They intercept small particulate matter (PM 10) (e.g., dust, ash, pollen, smoke).

- They release oxygen through photosynthesis.

- They transpire water and shade surfaces, which lowers air temperatures, thereby reducing ozone levels.

- They reduce energy use, which reduces emissions of pollutants from power plants, including NO2. SO2 PM10, and volatile organic compounds (VOCs).

Trees effectively reduce ozone and particulate matter concentrations. In Houston, TX the tree canopy was estimated to remove 60,575 tons (5,590 t) of air pollutants annually with a value of nearly $300 million (Smith et al. 2005).

Trees reduce **hydrocarbon emissions.** (VOCs) from gasoline that evaporates out of leaky fuel tanks and worn hoses.

Reducing Stormwater Runoff and Improving Hydrology. Trees can reduce the amount of runoff and pollutants in receiving waters (Cappiella et al. 2005).Broadleaf evergreens and conifers intercept more rainfall than deciduous species in areas where rainfall is highest in fall, winter, or spring (Xiao and McPherson 2002).

Aesthetics and Other Benefits. Trees provide a host of aesthetic, social, economic, and health benefits that should be included in any benefit–cost analysis.

Social and psychological benefits. Trees, whether it is inspiration from their beauty, a spiritual connection, or a sense of meaning (Dwyer et al. 1992; Lewis 1996).

Human health benefits. A series of studies on human stress caused by general urban conditions and city driving show that views of nature reduce stress response of both body and mind (Parsons et al. 1998).Urban green also appears to have an "immunization effect," in that people show less stress response if they have had a recent view of trees and vegetation. Hospitalized patients with views of nature and time spent outdoors need less medication, sleep better, have a better outlook, and recover more quickly than patients without connections to nature (Ulrich 1985). Skin cancer is a particular

concern in the sunny Coastal Plain region. Trees reduce exposure to ultraviolet light, thereby lowering the risk of harmful effects from skin cancer and cataracts (Tretheway and Manthe 1999).

Trees are not susceptible to wind damage and branch drop, does not require frequent pruning, produces negligible litter, is deep-rooted, has few serious pest and disease problems, and tolerates a wide range of soil conditions, irrigation regimes, and air pollutants.

Property owners with on-site trees not only benefit from increased property values, but they may also directly benefit from improved human health (e.g., reduced exposure to cancer-causing UV radiation) and greater psychological well-being through visual and direct contact with plants.

The appraised value of a tree should be reasonable in relation to the value of the property on which it sits.Studies have estimated that trees may account for up to 15 percent of the value of a residential property. (For example, a $200,000 house on a lot with three mature trees might owe as much as $30,000 of its value to the trees. Assuming that all three trees are of equal value, each tree would be valued at $10,000.)

The benefit of each tree at $2,040.00 per tree x 5 trees =	$ 10,200.00
The value to the property appraised at $108,447.00 x 15% x 5 trees =	81,335.25
The cost to remove the trees =	5,000.00
SUB-TOTAL	$ 96,535.25
Deposit	200.00
TOTAL	$ 96,735.25

The figures above do not include the harassment Plaintiff received from her neighbors as a result of one of her trees falling across the entire road. Extremely humiliating. While Mr. Clark would continue to set numerous appointments to assess the matter with the Supervisor and never keep them. Plaintiff was in need of Hays Utility Company to be responsible for the damages they caused. Another tree fell into a tree in her neighbors yard and another fell into Plaintiff's other tree propping it up. It was a disaster area. Very unsafe. The two trees in the backyard, one falling on her shed that destroyed everything in it. All Christmas ornaments, yard equipment, lawn furniture, leaving broken glass all over the yard. Every piece of furniture was destroyed. Then within 31/2 months another tree fell on the back of her home putting a hole in the ceiling and breaking 2 beams in the attic. This has contributed greatly to Plaintiff's financial disaster as well. The amount of time taken from her job to get everything cleaned up and also having to come up with the funds to cut the trees down.

As if this were not enough, within months, Plaintiff is being denied water due to a "gushing water leak" that no one witnessed except the Board Members of Hays Utility South. Invoicing Plaintiff $900.00 for this "leak" and further denying her water for three months when she refused to pay the invoice. Every day, sometimes twice per day, Plaintiff would have to fill up water bottles, heat water for a bath, unable to wash clothes requiring her to go to the washateria. Then when this Court ordered Plaintiff's water be restored she was required, by Hays Utility, to pay another deposit of funds of $200.00 because it would have been too much trouble for them to transfer her funds from one account to the other. This

game was also carried out by Robb Clark, Don Orhood and the other Board Members. Plaintiff is not the only resident in the subdivision to experience such unprofessional treatment.

ACCORDING TO:

CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT, AND APPEAL, SUBTITLE C. JUDGMENTS,CHAPTER 41. DAMAGES:

Sec. 41.008. LIMITATION ON AMOUNT OF RECOVERY. (a) In an action in which a claimant seeks recovery of damages, the trier of fact shall determine the amount of economic damages separately from the amount of other compensatory damages.

(b) Exemplary damages awarded against a defendant may not exceed an amount equal to the greater of:
(1)(A) two times the amount of economic damages; plus
(B) an amount equal to any noneconomic damages found by the jury, not to exceed $750,000; or
(2) $200,000.

Plaintiff is seeking damages for each cause of action as the law allows.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays this Court will grant her Leave to File Late this Response, and all other further relief to which Plaintiff is entitled. Plaintiff also prays for damages, punitive damages, and court costs.

Respectfully submitted,

s/s_________________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

ORDER

On this the _____ day of _______________ 2016, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Original Petition, and after careful consideration found the following:

The Court finds Plaintiff's Petition to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the _________day of April, 2016.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Response to Defendant's Amended Special Exceptions and Leave to File Late this Response was served on the parties listed below, at the addresses indicated via electronic delivery on______, April, 2016.

ATTORNEY'S FOR DEFENDANT

Mills Shirley, L.LP.
Charles P. Dunkel, Jr.
State Bar No. 24034427
Susan Price
State Bar No. 24046654
3 Riverway, Suite 100
Houston, Texas 77056
Telephone: 713-225-0547
Telecopier: 713-225-0844
cdunkel@millsshirley.com
sprice@millsshirley.com

/s/Karen Kristine Silvio____________________
KAREN KRISTINE SILVIO

EXHIBIT 2

From: No-Reply@eFileTexas.gov
Sent: Monday, April 25, 2016 9:52:44 AM (UTC-06:00) Central Time (US & Canada)
To: Charles Dunkel
Subject: eFileTexas.gov - Filing Returned - 10271904

Filing Returned

Envelope Number: **10271904**

The filing below which has been previously served to you has been returned for further action from the filer.

Return Reason(s) from Clerk's Office	
Return Reason(s)	Incorrect/Incomplete Info: Please resubmit using correct Case Case Category
Return Comment	Filer is the plaintiff. The document submitted states that it is a third petition, filed by the same as the plaintiff. Please, correct and resubmit. Evelyn J. Palmer, Team Lead (713-368-6200)

Filing Details	
Court	Harris County District Civil
Case Number	201576246
Case Style	SILVIO, KAREN v HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO
Date/Time Submitted	4/24/2016 4:09:40 PM CDT
Activity Requested	Motion (No Fee)
Filed By	Karen Silvio
Service Contacts	$$$allcontacts

Please do not reply to this email. It was generated automatically by eFileTexas.gov

EXHIBIT 3

8/15/2016 2:57:26 PM
Chris Daniel - District Clerk Harris County
Envelope No. 12170252
By: Krystal Franklin
Filed: 8/15/2016 2:57:26 PM

CIVIL PROCESS REQUEST

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: 2015-76246 CURRENT COURT: 133

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Third Party Petition

FILE DATE OF MOTION: April 25 2016
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Birnam Wood-Fairfax Homeowner Assoc, Inc
ADDRESS: 12603 Louetta Road #101 Cypress TX 77429
AGENT, (*if applicable*): Williams Acm Ventures, LP

TYPE OF SERVICE/PROCESS TO BE ISSUED (*see reverse for specific type*):

SERVICE BY (*check one*):
- ☐ ATTORNEY PICK-UP
- ☒ CONSTABLE
- ☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: ______ Phone: ______
- ☐ MAIL
- ☐ CERTIFIED MAIL
- ☐ PUBLICATION:
  Type of Publication: ☐ COURTHOUSE DOOR, or ☐ NEWSPAPER OF YOUR CHOICE: ______
- ☐ OTHER, *explain* ______

****

****

2. NAME: ______
ADDRESS: ______
AGENT, (*if applicable*): ______

TYPE OF SERVICE/PROCESS TO BE ISSUED (*see reverse for specific type*): ______

SERVICE BY (*check one*):
- ☐ ATTORNEY PICK-UP
- ☐ CONSTABLE
- ☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: ______ Phone: ______
- ☐ MAIL
- ☐ CERTIFIED MAIL
- ☐ PUBLICATION:
  Type of Publication: ☐ COURTHOUSE DOOR, or ☐ NEWSPAPER OF YOUR CHOICE: ______
- ☐ OTHER, *explain* ______

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Karen Silvio TEXAS BAR NO./ID NO. Pro Se
MAILING ADDRESS: 23102 Naples Dr. Spring TX 77373
PHONE NUMBER: 281 (area code) 535-2851 (phone number) FAX NUMBER: 888 (area code) 830-9036 (fax number)
EMAIL ADDRESS: kristysilvio@yahoo.com.

Unofficial Copy Office of Chris Daniel District Clerk

CIVCI08 Revised 9/3/99

EXHIBIT 4

8/15/2016 12:54:29 AM
Chris Daniel - District Clerk Harris County
Envelope No. 12156617
By: EVELYN PALMER
Filed: 8/15/2016 12:54:29 AM

CAUSE NO. C-2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT
PLAINTIFF	§	
VS	§	OF HARRIS COUNTY, TEXAS
	§	
HAYS UTILITY SOUTH CORPORATION	§	
AND HARRIS COUNTY WATER CONTROL AND	§	
IMPROVEMENT DISTRICT NO.: 136	§	
DEFENDANT	§	133RD JUDICIAL DISTRICT
	§	
BIRNAM WOOD –FAIRFAX HOMEOWNERS	§	
ASSOCIATION, INC., DON ORAHOOD, DIRECTOR	§	
AND MICHAEL O'NEAL, ATTORNEY	§	
DEFENDANT	§	

AMENDMENT TO INCLUDE HARRIS COUNTY WATER CONTROL IMPROVEMENT DISTRICT NO. 136 AS DEFENDANTS AND NOTICE OF CEASE AND DESIST ORDER PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT § 806 HARASSMENT OR ABUSE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND PUBLIC UTILITY COMMISSION

TO THE HONORABLE JUDGE JACLANEL M. MCFARLAND:

COMES NOW, KAREN SILVIO, PLAINTIFF HEREIN, filing this her Amendment to Include Harris County Control Improvement District No. 136 as Defendants and Notice of Cease and Desist Order Pursuant to Fair Debt Collection Practices Act § 806 Harassment or Abuse, Texas Commission on Environmental Quality, and Public Utility Commission, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides AT 23102 Naples Drive, Spring, Harris County, Texas.
2. Defendant, Hays Utility South, a Management and Operations Company AND
Defendant, Harris County Water Control Improvement District No. 136
Defendant, Birnam Wood-Fairfax Homeowner Association, Inc., Don Orahood, Director

II.DISCOVERY LEVEL

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this case is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 for the following reasons:

(a) The relief sought by the State includes non-monetary injunctive relief

(b) The State's claim for monetary relief — including penalties, costs, expenses, consumer redress, and attorney fees — is in excess of $100,000.00.

In the alternative, discovery should be conducted in accordance with a tailored discovery control plan under Tex. R. Civ. P. 190.4.

Unofficial Copy Office of Chris Daniel District Clerk

III.JURISDICTION

4. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association, Inc. because they are all corporations organized and existing under the laws of the State of Texas, and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South Corporation, in Hams County, Texas, Harris County Water Control Improvement District No. 136, in Harris County, Texas as well as, Birnam Wood-Fairfax Homeowner Association, Inc., in Harris County. .

IV. VENUE

5. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

V.AMENDED TO INCLUDE HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #136

6. Upon receipt of documentation from Defendant's Attorney, Mills Shirley, LLP, Plaintiff realized that Hays Utility South Corporation and Harris County Water Control and Improvement District #136 are one and the same who work together but in separate areas of their business. Therefore, Plaintiff included Harris County Water Control and Improvement District #136 as a Defendant along with Hays Utility South Corporation, as suggested by Defendant's Attorney, since so many conversations, had over the years, were with Ms. Regina Adams of Radliffe Bobbitt Adams Polley PLLC, and their knowledge of the terms of the Service Agreement, etc., as so stated.

7. Plaintiff has provided a copy of the Original Petition as well as a copy of the Third Party Petition naming Birnam Wood-Fairfax Homeowners Association, Inc., to Defendant, Harris County Water Control and Improvement District #136. Plaintiff has also included a copy of the discovery served on Hays Utility South Corporation realizing that Harris County Water Control and Improvement District No. 136 would have knowledge of some areas that Hays Utility South does not, as stated by Mills Shirley, LLP.

VI.CEASE & DESIST ORDER

8. Plaintiff moves the Court for a Cease and Desist order enjoining defendant's Hays Utility South Corporation, Harris County Water Control and Improvement District #136, and Birnam Wood-Fairfax Homeowners Association, Inc., from engaging in any acts or practices that would bring further harm to Plaintiff or Plaintiff's property. Plaintiff asks that the Court order Defendant's to cease all harassment, bullying and abusive actions against her immediately, whether conducted directly or indirectly or through any third parties of any kind.

Unofficial Copy Office of Chris Daniel District Clerk

§ 806. HARASSMENT OR ABUSE

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section.

(1) The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.

(5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse or harass any person at the called number.

(6) Except as provided in section 1692b of this title, the placement of telephone calls without meaningful disclosure of the caller's identity.

Offenses against the Public Order (e.g. Harassment, Nuisance)

In situations in which a WMC (WITHOUT MY CONSENT) victim is harassed (either "electronically" or otherwise), the State may charge a defendant with harassing if the defendant threatens the victim with physical injury or the victim reasonably believes that the defendant will physically harm him or her. It may be appropriate in situations of cyberstalking and cybercrime, which are specifically covered in subsection (a)(1).

Text of Statute(s) TEX. PENAL CODE § 42.07 (Harassment)

A person commits an offense if, with intent to harass, annoy, alarm, abuse, torment or embarrass another, he:

Initiates communication by telephone, in writing, or by electronic communication, and in the course of the communication, makes a comment, request, suggestion or proposal, that is obscene;

Threatens, by telephone, in writing, or by electronic communication, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;

Conveys in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;

Causes the telephone of another to ring repeatedly or make repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

Makes a telephone call and intentionally fails to hang up or disengage the connection;

Knowingly permits a telephone under the person's control to be used by another to commit an offense under this section; or

Unofficial Copy Office of Chris Daniel District Clerk

Sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

9. Below are instances where Hays Utility South/Harris County Water Control and Improvement District No: 136/ HOA Director, Don Orahood overseen by Michael O'Neal, Attorney and Centerpoint Energy have co-mingled in harassing and bullying Plaintiff, abusing her and her property:

A. On September 2, 2015, when Plaintiff experienced power surges and loss of electricity she called out Centerpoint Energy. They came out, checked and reported that she would have to replace her breaker box. From September 2, 2015 until May 14, 2016, Eight (8) months, Plaintiff had only partial electricity flowing through her home. She was unable to use electrical outlets higher than 150 amps which meant no hot water heater, no washer/dryer, no stove/oven, no refrigerator etc.

On September 8, 2015, she was invoiced $639.68 for this "gushing water leak" from Hays Utility South Corporation. Having witnesses that this was a lie, Plaintiff refused to pay this invoice and from September 29, 2015 until December 22, 2015 Plaintiff was denied water to her home. As stated in her original petition, Plaintiff was informed by Robb Clark, Client Manager of Hays Utility South that the pipe that required repair was her property and therefore she would need to call a Plumber to repair this pipe. He informed her that her water would be turned off until the pipe was repaired. Plaintiff called Robb Clark back to inform him that her Plumber would be at her home the following morning to repair the pipe. However, when her Plumber arrived at 8:00 a.m. he found that her pipe had already been repaired the evening before, as admitted by Robb Clark. Plaintiff's pipe that was repaired was taken off her property prior to inspection by Plaintiff's expert plumber.

B. On May 17, 2016 Plaintiff notices a Centerpoint Energy worker in her backyard. At approximately the same time her power surged, once or twice. Plaintiff asked if there was a problem and he said he was here to see why she had no electricity. Plaintiff corrected him that she did have electricity. He argued and asked her to step over to the meter and he would prove it and she invited him into her home for the experience of seeing it for himself. Then he asked Plaintiff if she knew a "Greg Pavlicek". Plaintiff answered "no why?" He said "he is on the water board for the Harris County WCID #136." Plaintiff said "and?" He said " I was just wondering if you knew him that's all". Nothing else was said.

The worker then went behind her neighbors fence and came back telling Plaintiff that her underground electrical wires is what caused her to lose power (Plaintiff had not lost power) stating "therefore this will all have to be replaced." Plaintiff explained that Centerpoint had previously said it was the breaker box. Therefore, Plaintiff had the breaker box completely restored and the job was completed, by her Electrician, on May 14, 2016. Now, 2 days and $800.00 later, Centerpoint Energy *happens* onto her property, unannounced, unsolicited and attempting to prove that Plaintiff was without electricity when she was not. Further diagnosing "the problem" to be that of her underground wiring system which is an expense somewhere in the vicinity of $3,500.00.

Unofficial Copy Office of Chris Daniel District Clerk

"Kevin" said he worked out of the Humble Texas office and left Plaintiff his name and employee number. Plaintiff asked "Kevin" who called him to her home and he said that the "smart meter" had alerted him. It has been confirmed with Centerpoint Management that this could not be. Because replacing the underground electrical wiring is a major expense Plaintiff was forced to sign a contract with Centerpoint Energy to have an above ground electrical bypass installed costing her $261.00 per month until the underground electrical wiring is replaced. Since "Kevin" cut off her electricity Plaintiff had no alternative but to sign the agreement.

On June 19, 2016 at 10:40 p.m. Plaintiff's electricity went off. Plaintiff finding that no one in the subdivision was without lights but her, called Centerpoint Energy. A Centerpoint worker arrives about midnight, speaks to Plaintiff saying "I bet you didn't even know you were without electricity". Plaintiff responded that "yes she did that she was the one that requested he come out". A couple of hours later Plaintiff is still without electricity and goes outside for status and all her equipment is off her house and laid out on the ground but the Centerpoint man had left. She called Centerpoint Energy to find that there was no record of her call in regarding her outage but that the Centerpoint man found that whatever happened caused her house to catch on fire which was the reason her equipment was laid out on the ground. Plaintiff had to partially move out of her home for two days, into a hotel, and was instructed by Centerpoint Energy explained that since this was her property it was her responsibility to have an Electrician come out and now replace the "meter can" that holds all the wiring from the underground electrical wiring (or now in Plaintiff's case the above ground bypass electrical wiring that belongs to Centerpoint Energy) and all the electrical plugs and wires from the breaker box that had been replaced as well.

However, before Plaintiff could reach her Electrician to come out and replace the "meter can" Centerpoint Energy had their own Electrician come out and replace the meter can themselves taking Plaintiff's old meter can (her property) with them prior to inspection by Plaintiff's expert electrician. The same act as Hays Utility South and/or Harris County Water Improvement District #136 had done with their plumber on this "gushing water leak".

Currently there is an investigation pertaining to the electrical issues since, the same problem occurred even after the breaker box was restored, after the above ground bypass was installed and the house caught fire only after Centerpoint appeared on the property, mentioning the name of Greg Palvachek, Board Member with Hays Utility South/Harris County Water Improvement District #136 and HOA, Don Orahood, Director and Water Board Member and Michael O'Neal, Attorney for HOA.

On Friday, July 22, 2016, Plaintiff finding Defendant's Technician "Eugene" in front of her home stopped to ask if there was a problem in which he, "Eugene," replied "no that he had only stopped to use his phone". However, Plaintiff, and a friend that accompanied her, then realized that her cover to her meter had been removed and was in the back of "Eugene's" truck. When Plaintiff questioned "Eugene" about this to be sure there was no problem with her meter etc., he responded that he was not sure how the cover to her meter had ended up in the back of his truck but assured her there was no problem with her water or meter or pipes or anything.

Unofficial Copy Office of Chris Daniel District Clerk

Later on the same day, at approximately 4:30 – 5:00 p.m., Plaintiff would receive a termination notice of her water from Defendant, dated July 19, 2016. Plaintiff knowing she had made her June payment knew this must be a mistake and proceeded to contact Defendant's office for clarification, however, due to the time found there office to be closed.

She then placed a call to Defendant's Client Manager, Robb Clark, who proceeded to tell her to pay the bill but to take it up with the office on Monday and he too would look into it on Monday morning. Unfortunately, as Plaintiff explained this was impossible as she was waiting for a deposit to clear her bank before she could use the funds in her account.

Later she realized that the bill in question is one she had yet to receive that was due to be paid by June 17, 2016. Once the bill was faxed to Plaintiff, by "Ashley", there were increases on several fees that were questionable and, to date, has been unable to get both "Ashley or Jessica" at Hays Utility South Corporation to explain them to her. Plaintiff also left message on the same day for Robb Clark for explanation of the charges, however, he has never returned her call.

Plaintiff explained her dilemma to Ashley (about the problem with her bank) and that she was glad to have the 10 days notification time to take care of it. The termination letter was dated July 19, 2016. However, Ashley wanted to allow Plaintiff an extension of two (2) days, explaining that they do allow a one time, per year, extension to everyone. Plaintiff gratefully accepted this but pointed out that an extension would not be necessary given the fact that she is allowed 10 days notification from the date of the Termination Letter. Ashley asked Plaintiff to hold and returned to inform her that, per her conversation with Robb Clark, Plaintiff is required to pay the $87.00 (est.) by 4:00 or her water would be cut off the next morning at 8:00 a.m. Plaintiff questioned her about the 2 days extension time and/or the 10 day notification time but she was informed that according to Robb Clark she was not entitled to either.

Plaintiff then received a call from a person at the Texas Commission on Environmental Quality, that was attempting to assist Plaintiff by talking with Hays Utility South Corporation, she said that according to her conversation with Ashley they were acting in accordance with the instructions of the Clerk of the Court in denying Plaintiff water. Plaintiff called and spoke with Ms. Evelyn Palmer, Clerk of the Court, who stated that she had spoke to no one and gives no one directives.

Plaintiff was not allowed to have 10 days notification or a 2 day extension. Plaintiff's water was turned off at 4:00 and Plaintiff paid the water bill the next morning and was charged $300.00 for an $87.00 water bill. According to the conversation with Ashley she was discriminated against where the 2 day extension is "normally" offered to everyone and was also discriminated against according to the Texas Commission on Environmental Quality and per the Public Utility Commission as well. For as long as Plaintiff has lived in this subdivision she has never been made aware of the 2 day extension or the 10 day notification from the date of the disconnect letter. Plaintiff has attached a copy of her disconnect notice. **See Attached Exhibit "A".**

Unofficial Copy Office of Chris Daniel District Clerk

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Administrative Code	
TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 291	UTILITY REGULATIONS
SUBCHAPTER E	CUSTOMER SERVICE AND PROTECTION
RULE §291.88	Discontinuance of Service

(a) Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A) the words "termination notice" or similar language approved by the executive director written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges;

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the executive director;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility's local office;

(F) the total past due charges;

(G) all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

Unofficial Copy Office of Chris Daniel District Clerk

PUBLIC UTILITY COMMISSION OF TEXAS -- Water and Sewer Substantive Rules

Chapter 24 Rules - SUBCHAPTER E – CUSTOMER SERVICE AND PROTECTION CHAPTER 2 4. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS

.

Subchapter E. CUSTOMER SERVICE AND PROTECTION.§24.88-1 effective 9/1/14 (P 42190) §24.88. Discontinuance of Service. (a)Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A)the words "termination notice" or similar language approved by the commission written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges,

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the commission;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility's local office;

(F) the total past due charges;

(G)all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

Unofficial Copy Office of Chris Daniel District Clerk

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays this Court will grant her Cease and Desist Order, and all other and further relief to which Plaintiff is entitled.

Respectfully submitted,

s/s_______________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

Unofficial Copy Office of Chris Daniel District Clerk

CEASE AND DESIST ORDER

Defendants, Hays Utility South Corporation, Harris County Water Control and Improvement District No. 136 and Birnam Wood - Fairfax Homeowners Association, Inc., are hereby notified to cease and desist any and all further unlawful actions of harassment in accordance with Federal Statute 18 uscs 2661A, including but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal, and/or non-verbal attacks meant to:

1). Pester/harass either in person, or via written or electronic format
2). Spy involving following or watching
3). Cause distress thru threat of violence or fear of violence, and/or
4). Call with intent to harass

Harassment is defined as the participation "in a course of conduct directed at a specific person that serves no legitimate purpose under the circumstances to be frightened, intimidated or emotionally distressed."
"A person commits the crime of aggravating stalking if he or she purposely, through his or her course of conduct, harasses or follows with the intent of harassing another person".
THEREFORE, you are hereby ordered to immediately stop any further forms of harassment as your actions violate Plaintiff's rights under the law.

On this the _____ day of August 2016, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Cease and Desist Order and after careful consideration found the following:

The Court finds Plaintiff's Petition and Cease and Desist Order to be in good standing and therefore, ORDERS that this cause of action for her Motion to be _____________GRANTED or _______________DENIED.

____
PRESIDING JUDGE

SIGNED this the ________day of August, 2016.

Unofficial Copy Office of Chris Daniel District Clerk

1/24/2017 2:59:13 AM
Chris Daniel - District Clerk Harris County
Envelope No. 14894854
By: EVELYN PALMER
Filed: 1/24/2017 2:59:13 AM

CAUSE NO. C-2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT**
PLAINTIFF	§	
VS	§	**OF HARRIS COUNTY, TEXAS**
	§	
HAYS UTILITY SOUTH CORPORATION	§	
AND HARRIS COUNTY WATER CONTROL AND	§	
IMPROVEMENT DISTRICT NO.: 136	§	
DEFENDANT	§	**133RD JUDICIAL DISTRICT**
	§	
BIRNAM WOOD –FAIRFAX HOMEOWNERS	§	
ASSOCIATION, INC., DON ORAHOOD, DIRECTOR	§	
AND MICHAEL O'NEAL, ATTORNEY	§	
DEFENDANT	§	

NOTICE OF CEASE AND DESIST ORDER OR TEMPORARY RESTRAINING ORDER PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT § 806 HARASSMENT OR ABUSE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND PUBLIC UTILITY COMMISSION

TO THE HONORABLE JUDGE JACLANEL M. MCFARLAND:

COMES NOW, KAREN SILVIO, PLAINTIFF HEREIN, filing this her Notice of Cease and Desist Order or Temporary Restraining Order Pursuant to Fair Debt Collection Practices Act § 806 Harassment or Abuse, Texas Commission on Environmental Quality, and Public Utility Commission, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides AT 23102 Naples Drive, Spring, Harris County, Texas.
2. Defendant, Hays Utility South, a Management and Operations Company AND Defendant, Harris County Water Control Improvement District No. 136
Defendant, Birnam Wood-Fairfax Homeowner Association, Inc., Don Orahood, Director

II.DISCOVERY LEVEL

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this case is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 for the following reasons:

(a) The relief sought by the State includes non-monetary injunctive relief

(b) The State's claim for monetary relief — including penalties, costs, expenses, consumer redress, and attorney fees — is in excess of $100,000.00.

In the alternative, discovery should be conducted in accordance with a tailored discovery control plan under Tex. R. Civ. P. 190.4.

III.JURISDICTION

4. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association, Inc. because they are all corporations organized and existing under the laws of the State of Texas, and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South Corporation, in Hams County, Texas, Harris County Water Control Improvement District No. 136, in Harris County, Texas as well as, Birnam Wood-Fairfax Homeowner Association, Inc., in Harris County. .

IV. VENUE

5. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

VI.CEASE & DESIST ORDER

6. Plaintiff moves the Court for a Cease or Temporary Restraining Order and Desist order by Defendant's Hays Utility South Corporation, Harris County Water Control and Improvement District #136, and Birnam Wood-Fairfax Homeowners Association, Inc., from engaging in any acts or practices that would bring further harm to Plaintiff or Plaintiff's business. Plaintiff asks that the Court order Defendant's to cease all harassment, bullying and abusive actions against her immediately, whether conducted directly or indirectly or through any third parties of any kind.

7. Plaintiff realized today, January 23, 2017, that it is Don Orahood, Board Member for Hays Utility South Corporation/Harris County Water Control Improvement District No. 136, as well as, HOA Director of Birnam Wood-Fairfax Homeowner Association, Inc., is contacting Lenders (Plaintiff is a Mortgage Broker) that she does business with and having them delay her closings, for her clients, in an effort to discredit her with her clients and delay her check. Delaying her check will cause her a delay in paying her water bill allowing Hays Utility to charge excess fees and discredit her with the Courts.

8. Plaintiff found the link today to be between him and Lucy Devore, Account Representative, with Mortgage Solutions. Plaintiff did business with Ms. Devore in 2011 at Calibur Funding where three (3) of her loans were delayed to the point of almost losing her customer. As a result, Lucy was terminated from that company. However, due to Ms. Devore's explanation Plaintiff believed the problems were not caused by her. Plaintiff began doing business with Ms. Devore again in 2016 in which every client's closing has been delayed by 60 days or more. This seems to occur around her utility bill for her water at the due date and if not paid will be turned off causing massive fees to be charged. This has been an ongoing exercise for Don Orahood since 2011.

9. In the month of December Plaintiff never received an invoice from Hays Utility. Realizing this she got a Money Gram and placed it in the drop box of Hays Utility on December 5, 2016. The due date was December 11. Later in the month Plaintiff received a notice that her water would be turned off. Plaintiff called and spoke with Jessice, Manager who lied and stated that they never received the check. Plaintiff called Money Gram and found the check had been deposited by Hays on December 8, 2015. **SEE ATTACHED EXHIBIT "A".**

At the same time, Plaintiff, had a loan that was supposed to be closed in December. However, the Underwriter, Daryl Muck, seem to be working hard, all of a sudden, to reject this loan. Plaintiff's client had 800 FICO scores, job stability of 20 years, 33% equity in the property, an extreme amount of cash assets and needing no money at closing as a result of this being a refinance. FNMA approval already received. The Underwriter requested additional unnecessary documents and information. As we entered the month of January Plaintiff would find that all documents and information requested had already been submitted therefore, unnecessary.

Plaintiff attempted to submit the last of the closing requirements on the 13th of January, as per the lenders requirements, only to find that she was locked out of the system. Therefore, this delayed the closing again. Plaintiff requested a closing as soon as possible as she was told they were running 3 days, which would be Wednesday. In the meantime, she received a notice from Hays that her water would be turned off on the 23rd of January . The papers were delivered to the title company on Wednesday however, they had a closing date for Friday and with a three day right of rescission she would not get her check until the 25th . This is a constant event. Plaintiff realized that since she had paid her bill in December, stopping their game of turning off her water, they delayed her loan in order for her to be late on her payment in January instead.

Plaintiff found Don Orahood, Lucy Devore, the Underwriter Daryl Muck and the Manager, Steven Chavira – all playing this game against Plaintiff for a year. The only person not reflected is Melissa Stevenson who also participates in their games of destruction as needed. Plaintiff has attached Don Orahood and Lucy Devore's Linkedin followers which revealed that Don Orahood has other followers who have been Plaintiff's clients for 20 years or more. **SEE ATTACHED EXHIBIT "B".** Plaintiff confirmed the connection between Don Orahood and Lucy Devore. **SEE ATTACHED EXHIBIT "C".**

8. Don Orahood has no business being an HOA Director or a Board Member. Plaintiff does not believe that Donald Hays is in the dark on all of these goings on. Plaintiff spoke with a neighbor in November who had not paid his water bill and Rob Clark turned his water on and erased all charges. The man was past due 2 months. When Plaintiff called Rob Clark about this he hung up in her face. This same neighbor also had a water leak that went on for seven days. The fault lied with her neighbor's pipe. Rob Clark refunded the costs. Plaintiff's water is turned off as a result of their games in coercing with others to delay her check. Then her water was turned off as a result of her 3 day water leak. However, they billed her $923.00 for the water leak AFTER telling her that they turned the water off. Plaintiff was having water brought into her home assuming the water was off as she was told. So why the $923.00 invoice? Plaintiff never receives the disconnect notices that should be sent out prior to cutoff.

9. Plaintiff is pleading with this Court to stop this harassment, bullying, slander, defamation of character and discrediting her with her clients and bringing harm to her business and career. This is a conspiracy that Don Orahood and Greg Pavlicek is orchestrating and it has been going on for many years finally, Plaintiff is finding the links one to another. This company is actually making her pay her bill late. While posting massive late charges against her almost on a monthly basis.

§ 806. HARASSMENT OR ABUSE

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section.
(1) The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.

(5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse or harass any person at the called number.
(6) Except as provided in section 1692b of this title, the placement of telephone calls without meaningful disclosure of the caller's identity.

Offenses against the Public Order (e.g. Harassment, Nuisance)

In situations in which a WMC (WITHOUT MY CONSENT) victim is harassed (either "electronically" or otherwise), the State may charge a defendant with harassing if the defendant threatens the victim with physical injury or the victim reasonably believes that the defendant will physically harm him or her. It may be appropriate in situations of cyberstalking and cybercrime, which are specifically covered in subsection (a)(1).

Text of Statute(s) TEX. PENAL CODE § 42.07 (Harassment)

A person commits an offense if, with intent to harass, annoy, alarm, abuse, torment or embarrass another, he:
Initiates communication by telephone, in writing, or by electronic communication, and in the course of the communication, makes a comment, request, suggestion or proposal, that is obscene;
Threatens, by telephone, in writing, or by electronic communication, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;
Conveys in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;
Causes the telephone of another to ring repeatedly or make repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
Makes a telephone call and intentionally fails to hang up or disengage the connection;
Knowingly permits a telephone under the person's control to be used by another to commit an offense under this section; or
Sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Administrative Code	
TITLE 30	**ENVIRONMENTAL QUALITY**
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 291	UTILITY REGULATIONS
SUBCHAPTER E	CUSTOMER SERVICE AND PROTECTION
RULE §291.88	Discontinuance of Service

(a) Disconnection with notice.
(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be

provided in English and Spanish if necessary to adequately inform the customer and must include the following information:
(A) the words "termination notice" or similar language approved by the executive director written in a way to stand out from other information on the notice;
(B) the action required to avoid disconnection, such as paying past due service charges;
(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the executive director;
(D) the intended date of disconnection;
(E) the office hours, telephone number, and address of the utility's local office;
(F) the total past due charges;
(G) all reconnect fees that will be required to restore water or sewer service if service is disconnected.
(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:
(i) that failure to pay past due sewer charges will result in termination of water service; and
(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PUBLIC UTILITY COMMISSION OF TEXAS -- Water and Sewer Substantive Rules

Chapter 24 Rules - SUBCHAPTER E – CUSTOMER SERVICE AND PROTECTION CHAPTER 2

4. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS .

Subchapter E. CUSTOMER SERVICE AND PROTECTION.§24.88-1 effective 9/1/14 (P 42190) §24.88.

Discontinuance of Service. (a)Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:
(A)the words “termination notice” or similar language approved by the commission written in a way to stand out from other information on the notice;
(B) the action required to avoid disconnection, such as paying past due service charges,
(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the commission;
(D) the intended date of disconnection;
(E) the office hours, telephone number, and address of the utility’s local office;
(F) the total past due charges;
(G)all reconnect fees that will be required to restore water or sewer service if service is disconnected.
(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:
(i) that failure to pay past due sewer charges will result in termination of water service; and
(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests the Court to grant her Temporary Restraining Order or her Cease and Desist Order, for the reasons described above and this Court realize the harm that this is inflicting upon her. Plaintiff also prays for damages, punitive damages, and court costs. That in the interest of justice and fairness her case be heard and her reputation be saved due to the damaging conduct of Defendants, Plaintiff prays for relief requested and all other and further relief to which Plaintiff is entitled.

Respectfully submitted,

BY: S/S_ KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE,
SPRING, TEXAS 77373
281-825-2851 tel
888-830-9036 fax

CERTIFICATE OF SERVICE

The following document was served Notice of Cease and Desist Order or Temporary Restraining Order Pursuant to Fair Debt Collection Practices Act § 806 Harassment or Abuse, Texas Commission on Environmental Quality, and Public Utility Commission, per the local and federal rules of procedure via forwarding same as first-class mail with the United State Postal Service or by causing same to be filed in this case via electronic transmission via portable document format (pdf) to the EM/ECF Internet web portal for this Court in this Case on the _______ day of ________________, 2017, as follows:

Michael R. O'Neal
State Bar No. 15283100
12337 Jones Road, Suite 300
Houston, Texas 77070
Telephone (281)955-7999
Facsimile (281) 955-8195
ATTORNEY FOR PLAINTIFF

APPLICATION FOR TEMPORARY RESTRAINING ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, KAREN KRISTINE SILVIO, Plaintiff herein, filing her Application for Temporary Restraining Order and for cause of action respectfully show:

1. Plaintiff requests this Honorable Court to restrain Defendants, or any of them, Defendant's officers, agents servants, employees, and assigns, constable, sheriffs, Justices of the Peace, and attorneys from any and all further unlawful actions of harassment in accordance with Federal Statute 18 USCS 2661A, including but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal, and/or non-verbal attacks meant to, directly or indirectly:

1). Pester/harass either in person, or via written or electronic format
2). Spy involving following or watching
3). Cause distress thru threat of violence or fear of violence, and/or
4). Call with intent to harass

Harassment is defined as the participation "in a course of conduct directed at a specific person that serves no legitimate purpose under the circumstances to be frightened, intimidated or emotionally distressed."

"A person commits the crime of aggravating stalking if he or she purposely, through his or her course of conduct, harasses or follows with the intent of harassing another person".

Unless this Honorable Court immediately restrains Defendant's, or any of them, Defendant's Officers, agents, servants , employees and assigns, constable, sheriffs, Justices of the Peace and attorneys from thier slander, defamation of character and bringing harm to her business and career, Plaintiff will suffer immediate and irreparable injury, for which there is no adequate remedy at law to give Plaintiff complete and final relief. More specifically, Plaintiff will show unto this Court the following:

(a). The harm to Plaintiff is imminent because Plaintiff's business, career, and reputation is at immediate risk of losing her clients and therefore her ability to pay her debts, to live a normal life or to even enjoy life.

(b). There is no adequate remedy at law that will give Plaintiff complete and final relief if the Temporary Restraining Order is not granted, and their slander or defamation of character is allowed to continue.

(c). Plaintiff is willing to post a reasonable temporary restraining order bond and hereby request this Honorable Court to set such bond at a reasonable amount.

(d). Plaintiff has met their burden by establishing each element that must be present before injunctive relief can be granted by this Court, and Plaintiff, therefore is entitled to the requested temporary restraining order.

Plaintiff is likely to succeed on the merits of this lawsuit.

On this the _____ day of February, 2017, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Cease and Desist Order and after careful consideration found the following:

The Court finds Plaintiff's Petition and Cease and Desist Order to be in good standing and therefore, ORDERS that this cause of action for her Motion to be:

______________GRANTED   _________________DENIED.

____
PRESIDING JUDGE

SIGNED this the ________day of February, 2017.

CEASE AND DESIST ORDER

Defendants, Hays Utility South Corporation, Harris County Water Control and Improvement District No. 136 and Birnam Wood - Fairfax Homeowners Association, Inc., are hereby notified to cease and desist any and all further unlawful actions of harassment in accordance with Federal Statute 18 USCS 2661A, including but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal, and/or non-verbal attacks meant to:

1). Pester/harass either in person, or via written or electronic format
2). Spy involving following or watching
3). Cause distress thru threat of violence or fear of violence, and/or
4). Call with intent to harass

Harassment is defined as the participation "in a course of conduct directed at a specific person that serves no legitimate purpose under the circumstances to be frightened, intimidated or emotionally distressed."

"A person commits the crime of aggravating stalking if he or she purposely, through his or her course of conduct, harasses or follows with the intent of harassing another person".

THEREFORE, you are hereby ordered to immediately stop any further forms of harassment as your actions violate Plaintiff's rights under the law.

On this the _____ day of February, 2017, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Cease and Desist Order and after careful consideration found the following:

The Court finds Plaintiff's Petition and Cease and Desist Order to be in good standing and therefore, ORDERS that this cause of action for her Motion to be:

______________GRANTED ________________DENIED.

____

PRESIDING JUDGE

SIGNED this the ________day of February, 2017.

CAUSE NO. C-2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT
PLAINTIFF	§	
VS	§	OF HARRIS COUNTY, TEXAS
	§	
HAYS UTILITY SOUTH CORPORATION	§	
AND HARRIS COUNTY WATER CONTROL AND	§	
IMPROVEMENT DISTRICT NO.: 136	§	
DEFENDANT	§	133RD JUDICIAL DISTRICT
	§	
BIRNAM WOOD –FAIRFAX HOMEOWNERS	§	
ASSOCIATION, INC., DON ORAHOOD, DIRECTOR	§	
AND MICHAEL O'NEAL, ATTORNEY	§	
DEFENDANT	§	

NOTICE OF HEARING

The above motion is set of hearing on ______, day of ________________, 2017, at________ a.m. at the 133rd District Court, 201 Caroline, Houston, Texas 77002.

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing document has been served on the following counsel via U.S. Mail and/or facsimile as indicated on this the _______, day of ________________, 2017.

Michael R. O'Neal
State Bar No. 15283100
12337 Jones Road, Suite 300
Houston, Texas 77070
Telephone: 281-955-7999
Facsimile 281-955-8195

ATTORNEY'S FOR DEFENDANT
Mills Shirley, L.LP. Charles P. Dunkel, Jr.
State Bar No. 24034427
Susan Price
State Bar No. 24046654
3 Riverway, Suite 100
Houston, Texas 77056
Telephone: 713-225-0547
Telecopier: 713-225-0844
cdunkel@millsshirley.com sprice@millsshirley.com

____
KAREN KRISTINE SILVIO

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

MoneyGram.

INTERNATIONAL MONEY ORDER

R20692428659 1

To Validate: Touch the stop sign, then watch it fade and reappear.

12/05/2016

20692428659

MONEY ORDER - WM

PAY TO THE ORDER OF

***$71.14

SEVENTY-ONE ****

DOLLARS 14 CENTS

PURCHASER, SIGNER FOR DRAWER

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

60528084

⑆103101864⑆2069 242865910⑈ 90

LOAD THIS DIRECTION

LOAD THIS DIRECTION

SERVICE CHARGE

STATE SERVICE CHARGE EXCEPTIONS

RESTRICTIONS ON USE

0 2 0330 12/08/2016

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

Payee

For information concerning this Money Order, contact: MONEYGRAM PAYMENT SYSTEMS, INC., MINNEAPOLIS, MN 55480 www.moneygram.com/moneyorder

FOR DEPOSIT ONLY

3929

Ex A

Mtg Solution

1st

Lucy (Ribbe-Miles) Devore

Mortgage Solutions of Colorado

Michigan Mutual • Ashworth University

Spring, Texas • 369

Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. W
Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique l

Highlights

21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Senior Account Executive

Michigan Mutual

Jun 2013 – Present • 3 yrs 8 mos • South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspond
Relationships in the South Texas Area.

Ex B1

See less

Account Executive

Michigan Mutual
Jun 2013 – Dec 2013 • 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My recruit, train and give the brokers the necessary tools for sustainability. My relationship wi established by using a 'hands on" approach that utilizes my experience to achieve the des That result is to fund as many loans as feasible. This is accomplished by using integrity, ac and honest expectations. I thrive on the challenge of getting the job done in a professional

See less

Account Executive

First Guaranty Mortgage Corp
Jan 2012 – Jul 2012 • 7 mos • Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work

See less

Account Executive

Caliber Funding
Sep 2011 – Jan 2012 • 5 mos • Houston, Texas Area

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive p state of the art technology. Positioning to be in the top 3 by 2012.

See less

Education

Ashworth University

Associate's degree, Criminology
2005 – 2014

Featured Skills & Endorsements

B-2

Mortgage Lending · 35 + Alexandra Díaz Martínez and 34 connections have give endorsements for this skill

FHA · 34 + Rick Rogers Sr. and 33 connections have given endors skill

Loans · 26 + Alix Kee and 25 connections have given endorsements

View 17 more

Accomplishments

1 **Course**

Continuing Education Courses

See more

Following

HousingWire
3,322 followers

Michigan Mutual
925 followers

Radian
4,824 followers

Pulse
1,418,922 followers

Caliber Funding
2,868 followers

Ashworth College
23,994 followers

See more

B-3

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

1st degree connection1st
Lucy (Ribbe-Miles) Devore
Mortgage Solutions of Colorado
Michigan Mutual Ashworth University
Spring, Texas 369 369 connections
Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. Working with Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique lender that service our loans. MSF offers delegated, non-delegated correspondent lending, hobby farms and we built our company on FHA and VA loans. Our Conforming Gold product will allow you to use the findings that are provided without overlays. We can help loan officers with products on loans to allow you a higher closing percentage. My relationship with you will provide a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to have closed loans. This is accomplished by being accountable and prividing honest expectations. I thrive on the challenge of getting the job done in a professional manner. I have maintained an edge in the industry by keeping current with all changes and regulations thereby making sure my loan officers and processors are placing their loans wisely and pursuing viable business for sustainability in todays market.
Highlights

B-4

Candy Andrews Lewis
21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Michigan Mutual
Senior Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Present Employment Duration 3 yrs 8 mos Location South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspondent Relationships in the South Texas Area.

Michigan Mutual
Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Dec 2013 Employment Duration 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My mission is to recruit, train and give the brokers the necessary tools for sustainability. My relationship with brokers is established by using a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to fund as many loans as feasible. This is accomplished by using integrity, accountability and honest expectations. I thrive on the challenge of getting the job done in a professional manner.
First Guaranty Mortgage Corp
Account Executive
Company Name First Guaranty Mortgage Corp
Dates Employed Jan 2012 – Jul 2012 Employment Duration 7 mos Location Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work!!!
Caliber Funding
Account Executive
Company Name Caliber Funding
Dates Employed Sep 2011 – Jan 2012 Employment Duration 5 mos Location Houston, Texas Area

She was terminated because of my Pennywell loan before I got it closed. I thought they blamed her for something they did.

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive pricing and state of the art technology. Positioning to be in the top 3 by 2012.
Education

Ashworth University
Ashworth University
Degree Name Associate's degree Field Of Study Criminology

B5

Dates attended or expected graduation 2005 – 2014

Featured Skills & Endorsements

Mortgage Lending See 35 endorsements for Mortgage Lending 35

Alexandra Díaz Martínez and 34 connections have given endorsements for this skill

FHA See 34 endorsements for FHA 34

Rick Rogers Sr. and 33 connections have given endorsements for this skill

Loans See 26 endorsements for Loans 26

Alix Kee and 25 connections have given endorsements for this skill

Lucy has 369 connections
Shuman Majumder
Tim Bliss
JUDY REYNOLDS
Contact and Personal Info
Lucy's Profile and Email
People Also Viewed

Steven Chavira
Steven Chavira 1st degree connection 1st

Mgr at Mtg Solutions that attempted to reject Castillo using FNMA as his reason I called FNMA proving him a liar

VP, Wholesale and Correspondent
Don Orahood
Don Orahood 3rd degree connection 3rd

Bd Member at Hays/HOA Director for BW

Retired at N/A
Hasim Camcioglu
Hasim Camcioglu 2nd degree connection 2nd

Laura Lenarger's Husband

Student at Houston Community College
Andreassi George
Andreassi George 3rd degree connection 3rd

Investigative Reporter at Treasure Coast Newspapers
Dylan Sayers
Dylan Sayers 3rd degree connection 3rd

B'e

Student at Metropolitan State University of Denver
Daryl Munk, MBA
Daryl Munk, MBA 2nd degree connection 2nd

Underwriter at Mtg Solutions on Roemer loan - attempted to reject him in FNMA DO. Until he had to allow me access due to new credit report.

Underwriter at Mortgage Solutions Financial
Brent Hamilton
Brent Hamilton

Regional Office Mnager at Stanley Steemer
Nicki Daniels
Nicki Daniels 1st degree connection 1st

My friend and Office Mgr of 5 yrs. Sued by me at Probate.

Sr. Loan Processor at DHI Mortgage
Margo Wrigley
Margo Wrigley 3rd degree connection 3rd

Just spoke w/Nicki - this is not her - she does not know Lucy Dower or Don Drahood.

Wholesale AE at Lincoln Mortgage
Michael Falasco
Michael Falasco 2nd degree connection 2nd

Account Executive at Plaza Home Lenders

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions
Sales Solutions
Small Business

Community Guidelines

LinkedIn Corporation © 2017

Questions?
Visit our Help Center.
Manage your account and privacy.
Go to your Settings.

B-7

3rd

Don Orahood

Retired at N/A

N/A

Humble, Texas • 7

InMail

Connect

Experience

Retired

N/A

Following

N/A

34,967 followers

Pulse

1,418,931 followers

B-8

Hasim Camcioglu • 2nd
Student at Houston Community College

← Laura Lerainger's Husband

Lucy Devore • 3rd
Senior Account Executive ←

Lucy Devore • 3rd
Account Executive at Michigan Mutual Inc ←

Andreassi George • 3rd
Investigative Reporter at Treasure Coast Newspapers

He was known for a while

Daryl Munk, MBA • 2nd
Underwriter at Mortgage Solutions Financial — underwriter on Roemer

Lucy Devore • 1st
Mortgage Solutions of Colorado ←

Nicki Daniels • 1st
Sr. Loan Processor at DHI Mortgage

← friend and office mgr for me for 5yrs.

This is Nicki Luck she left DHI 5+ yrs. ago. She does not know Don Orahood.

B9

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

2nd degree connection2nd
Hasim Camcioglu
Student at Houston Community College
Houston Community College
Houston, Texas 28 28 connections
InMail
Highlights

Laura Camcioglu, IAP
1 Mutual Connection

Laura Grainger

You and Hasim both know Laura Camcioglu, IAP

Education

Houston Community College
Houston Community College
Dates attended or expected graduation 2013 – 2017
Ozel ortadogu coleji
Ozel ortadogu coleji

B-10

Degree Name Master's degree Field Of Study English Turkish Interpreter
Dates attended or expected graduation 2007 – 2012

Following

Houston Community College
Houston Community College

65,239 followers
Pulse
Pulse

1,418,935 followers
Mobile
Mobile

2,945,671 followers
Media
Media

3,036,711 followers
Healthcare
Healthcare

6,020,064 followers
Your Career
Your Career

6,466,368 followers

See more See more following
Contact and Personal Info
Hasim's Profile
People Also Viewed

Ebone Johnson
Ebone Johnson

Student at Lone Star College
Okechukwu Ibekwe
Okechukwu Ibekwe

Computer Lab Assistant/IT at Houston Community College

B-11

Marquel Speed Sr.
Marquel Speed Sr. 3rd degree connection 3rd

Regional Sports Director at YMCA of Greater Houston (Cossaboom & Houston Texans Y)
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Classic Home Financial
Lucy Devore
Lucy Devore

--
Don Orahood
Don Orahood 3rd degree connection 3rd

Retired at N/A
Lucinda DeVore
Lucinda DeVore

Lucy's sister or Mother

Quality Coordinator at Kleen Test Products Corporation
Lucy Devore
Lucy Devore 3rd degree connection 3rd

This is the co Hays just used to do water test.

Senior Account Executive
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Michigan Mutual Inc
Julie Harper
Julie Harper

Lady Angela Brown ReMAX referred me to - Never closed.

Billing Analyst at LJA Engineering, Inc

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions

B-12

Subject: RE: SILVIO

From: Lucy Devore (Lucy.Devore@mortgagesolutions.net)

To: keystonelends@yahoo.com;

Date: Monday, January 23, 2017 2:12 PM

→ Yes it is. How do you know him?

Lucy J Devore
Senior Account Executive
713-628-6060

The opinions contained herein are based on a proposed loan scenario presented to us by you. They are non-binding, intended to be informational only.

Sent via the Samsung Galaxy Note® 3, an AT&T 4G LTE smartphone

-------- Original message --------
From: Keystone Lending <keystonelends@yahoo.com>
Date: 01/23/2017 14:08 (GMT-06:00)
To: Lucy Devore <Lucy.Devore@mortgagesolutions.net>
Subject: SILVIO

→ I didn't know that you knew Don Orahood. Small world.

KRISTY SILVIO
KEYSTONE LENDING CORPORATION
281-825-2851 TEL
888-830-9036 FAX

https://www.howtowinincourt.com/?refercode=SK0025

Confidentiality Note: This communication and the information contained in this email including any documents, files, and/or previous emails attached to it are for the exclusive use of the addressee and may contain non-public, confidential, legally privileged and non-disclosable information intended for the sole use of the designated recipient(s). If the recipient of this email is not the addressee, such recipient is strictly prohibited from intercepting, reading, photocopying, distributing, or otherwise using this email or its contents in any way. Specifically, this communication in its entirety is within the scope of the Electronic Communication Privacy Act, 18 USC 2510 and 18 USC 2511. If you are not the intended recipient or have received this communication in error, please contact the sender immediately by phone or via return email and in either case delete all copies, including attachments, without reading, using, or saving them in any way. Thank you.

2/23/2017 12:05:40 AM
Chris Daniel - District Clerk Harris County
Envelope No. 15476568
By: EVELYN PALMER
Filed: 2/23/2017 12:05:40 AM

CAUSE NO. C-2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT**
PLAINTIFF	§	
VS	§	**OF HARRIS COUNTY, TEXAS**
	§	
HAYS UTILITY SOUTH CORPORATION	§	
AND HARRIS COUNTY WATER CONTROL AND	§	
IMPROVEMENT DISTRICT NO.: 136	§	
DEFENDANT	§	**133RD JUDICIAL DISTRICT**
	§	
BIRNAM WOOD –FAIRFAX HOMEOWNERS	§	
ASSOCIATION, INC., DON ORAHOOD, DIRECTOR	§	
AND MICHAEL O'NEAL, ATTORNEY, ACMI MGMT	§	
DEFENDANT	§	
	§	
PURDUE BRANDON FULLER COLLINS & MOTT LLP	§	
HARRIS COUNTY APPRAISAL DISTRICT	§	
LINEBARGER GOGGAN BLAIR & SAMPSON LLP	§	
SPRING ISD –OFFICE OF ASSESSOR-COLLECTOR	§	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	§	
DOWDELL PUD – MYRTLE CRUZ, INC.	§	
ASSESSMENTS OF THE SOUTHWEST	§	
DEFENDANTS	§	

EMERGENCY COURT HEARING TO -
AMENDED TO INCLUDE:

ALL OTHER PARTIES ADDED AS DEFENDANTS

NOTICE OF CEASE AND DESIST ORDER OR TEMPORARY RESTRAINING ORDER PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT § 806 HARASSMENT OR ABUSE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND PUBLIC UTILITY COMMISSION

TO THE HONORABLE JUDGE JACLANEL M. MCFARLAND:

COMES NOW, KAREN SILVIO, PLAINTIFF HEREIN, filing this her Amended to Include: All Other Parties Added As Defendants - Notice of Cease and Desist Order or Temporary Restraining Order Pursuant to Fair Debt Collection Practices Act § 806 Harassment or Abuse, The Texas Commission on Environmental Quality, and Public Utility Commission, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides AT 23102 Naples Drive, Spring, Harris County, Texas.

2. Defendant, Hays Utility South, a Management and Operations Company Defendant, Donald J. Hays and Robb Clark, of Hays Utility South Corporation, A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process by serving its Attorney, Mills Shirley, L.LP. Charles P. Dunkel, Jr. Susan Price at 3 Riverway, Suite 100, Houston, Texas 77056

3. Defendant, Harris County Water Control Improvement District No. 136 Defendant, Harris County Water Control and Improvement District #136, and may be served by serving Ms. Regina Adams, c/o Radcliffe Bobbitt Adams Polley PLLC at America Tower, 2929 Allen Parkway, Suite 3450, Houston, Texas 77019.

4. Defendant, Birnam Wood-Fairfax Homeowner Association, Inc., Don Orahood, Director Defendant, Don Orahood, Director, of Birnam Wood Fairfax Homeowners Association, Inc whose registered agent is Williams ACMI Ventures, LP (dba ACMI) at 12603 Louetta Road, Suite 101, Cypress, Texas 77429.

5. Defendant, Michael O'Neal, Attorney, and may be served by process at 12337 Jones Road, Suite 300 Houston, TX 77070

6. Defendant, Williams ACMI Ventures, LP, may be served at 12603 Louetta Road, Suite 101, Cypress, Texas 77429.

7. Defendant, Assessments of the S.W., by serving Mr. Tommy Lee and David Patterson, who may be served by process at #5 Oaktree, Friendswood, Texas 77546

8. Defendant, Spring I.S.D. Tax Office, is licensed to do business in the state of Texas and may be served by process at Marianne C. Smith, CTA Assessor/Collector located at 16717 Ella Blvd, Houston, Texas 77090

9. Defendant, Purdue Brandon Fuller Collins & Mott LLP, is licensed to do business in the state of Texas and may be served by process at Jerry Shiever, Attorney at Law, in partnership with Purdue Brandon Fuller Collins & Mott LLP, 1235 N. Loop W. Suite 600, Houston, Texas 77008.

10. Defendant, Linebarger Goggan Blair & Sampson LLP is licensed to do business in the state of Texas and may be served by process at Linebarger Goggan Blair & Sampson LLP, 2700 Via Fortuna Drive, Suite 400, Austin, Texas 78746

11. Defendant, Harris County Appraisal District, is licensed to do business in the state of Texas and may be served by process at Harris County Appraisal Review Board, 13013 N.W. Freeway, Houston, Texas 77040-6305

12. Defendant, Texas Comptroller of Public Accounts, is licensed to do business in the state of Texas and may be served by process in Austin, Texas 78711-3528

13. Defendant, Dowdell PUD c/o Myrtle Cruz, Inc. 3401 Louisiana Street, Suite 400, Houston, Texas 77002-0000

II.DISCOVERY LEVEL

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this case is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 for the following reasons:

(a) The relief sought by the State includes non-monetary injunctive relief

(b) The State's claim for monetary relief — including penalties, costs, expenses, consumer redress, and attorney fees — is in excess of $100,000.00.

In the alternative, discovery should be conducted in accordance with a tailored discovery control plan under Tex. R. Civ. P. 190.4.

III.JURISDICTION

4. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, Harris County Water Control Improvement District No. 136 and Birnam Wood-Fairfax Homeowner Association, Inc. because they are all corporations organized and existing under the laws of the State of Texas, and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South Corporation, in Hams County, Texas, Harris County Water Control Improvement District No. 136, in Harris County, Texas as well as, Birnam Wood-Fairfax Homeowner Association, Inc., in Harris County. .

IV. VENUE

5. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

AMENDED TO INCLUDE ALL PARTIES REFLECTED ABOVE

AS A RESULT OF PLAINTIFF'S CONVERSATION THIS WEEK, FEBRUARY 20, 2017, SHE HAS BEEN INFORMED THAT THE UNCLAIMED FUNDS THAT SHE HAS BEEN ATTEMPTING TO CLAIM WITH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AND DOWDELL PUD – MYRTLE CRUZ, INC., THE REASON SHE HAS NOT RECEIVED THESE FUNDS IS DUE TO THE ERRORS MADE BY REGINA ADAMS, ATTORNEY REPRESENTING HARRIS COUNTY WCID NO. 136. FOR THREE (3) YEARS PLAINTIFF HAS TRIED TO GET THE MONEY OWED TO HER HOWEVER, REGINA ADAMS, HAS CONNECTED PLAINTIFF'S MOTHER AS OWNER OF PLAINTIFF'S HOME AND HAS ASSOCIATED OTHER DEPOSITS, BELONGING TO PLAINTIFF'S HOME AT 23106 NAPLES DRIVE, SPRING, TEXAS 77373 AND PLAINTIFF'S HOME LOCATED AT 23102 NAPLES DRIVE, SPRING, TEXAS 77373 AND PLAINTIFF'S COMPANY: KEYSTONE LENDING CORPORATION TO OTHER PARTIES OR TO OTHER ADDRESSES. TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AND TRACY SCOTT AT MYRTLE CRUZ, INC. - DOWDELL PUD – HAS INDICATED THAT THE CORRECTIONS MUST BE MADE BY REGINA ADAMS AND TO DATE THEY HAVE NOT RECEIVED THESE CORRECTIONS.

HOWEVER, REGINA ADAMS CONTINUES TO HAVE OTHERS HARASS PLAINTIFF FOR PAYMENT OF WATER BILLS, COERCE COMPANIES THAT PLAINTIFF DOES BUSINESS WITH AND CLIENTS PLAINTIFF DOES BUSINESS WITH TO DELAY HER CHECKS SO THAT SHE IS UNABLE TO PAY HER BILLS, SHE CONSPIRES WITH THE TAXING AUTHORITIES TO ATTEMPT TO FORECLOSE UPON PLAINTIFF WHILE SHE IS AT THE SAME TIME PUTTING A STOP TO PLAINTIFF RECEIVING MONEY DUE HER. PLAINTIFF SUSPECTS THAT SHE HAS INVOLVEMENT WITH ALL THE OTHER GAMES THAT HAVE BEEN PLAYED AGAINST PLAINTIFF AS REFLECTED BELOW BY DON ORAHOOD SINCE SHE IS REPRESENTING THE WATER BOARD.

FURTHER PLEADING, PLAINTIFF IF REQUESTING THIS COURT SANCTION REGINA ADAMS FOR HER UNPROFESSIONAL GAMES, FOR HER CONSPIRACY TO RUIN PLAINTIFF'S BUSINESS, HARASS PLAINTIFF, BULLY PLAINTIFF AND BRING FURTHER GOVERNMENT ENTITIES AGAINST PLAINTIFF.

FURTHER PLEADING, PLAINTIFF IS REQUESTING THAT REGINA ADAMS BE RESPONSIBLE FOR ANY BONDS AND ANY COURT COSTS THAT MAY BE IN CONNECTION TO THIS CEASE AND DESIST ORDER OR TRO.

FURTHER PLEADING, PLAINTIFF REQUEST THIS COURT KEEP THIS CEASE AND DESIST ORDER AND TRO IN PLACE UNTIL AFTER THESE PROCEEDINGS, FORBIDDING ANY OF THESE ENTITIES FROM DISCONNECTING HER UTILITIES AS THEY ARE THE VERY ONES THAT IS CONSPIRING TO KEEP PLAINTIFF FROM MAKING

MONEY WITH HER BUSINESS AND AS PLAINTIFF'S PROPERTY HAS NOW BEEN BURDENED WITH HAVING HER SIBLINGS APPEAR AS OWNER OF HER PROPERTIES WHEN THEY ARE NOT. THIS IS KEEPING PLAINTIFF FROM HER HOMESTEAD EXEMPTION AS WELL AND CAUSING PLAINTIFF TO HAVE TO GO TO COURT TO STOP THE CONSPIRACIES AGAINST HER.

FURTHER PLEADING, PLAINTIFF PRAYS THIS COURT TAKE NOTICE OF WHAT THIS KIND OF HARASSMENT AND BULLYING IS DOING TO PLAINTIFF'S HEALTH AND WELFARE NOT TO MENTION HOW HER BUSINESS HAS SUFFERED AS A DIRECT RESULT OF THIS CONSPIRACY THAT IS CONNECTED TO THIS VETERAN ATTORNEY WHO IS KNOWLEDGEABLE IN THE LAW TO KNOW THAT WHAT SHE HAS DONE TO PLAINTIFF'S ONLY SOURCE OF INCOME IS TO RUIN HER BUSINESS AND CAUSE IRREPARABLE REPAIR. IN PLAINTIFF'S CONVERSATION WITH ATTORNEY REGINA ADAMS TODAY, FEBRUARY 22, 2017, SHE MADE THE COMMENT SHE WOULD SEE TO THIS IN THE NEXT SEVERAL DAYS, KNOWING THAT THE TIME FRAMES SHE HAS CONSPIRED HAS LEFT PLAINTIFF AT RISK OF BEING FORECLOSED UPON BY SPRING ISD.

IT IS SPRING ISD THAT PLAYED THE GAME WITH PURDUE BRANDON FULLER COLLINS & MOTT LLP BACK IN 2011 WITH ATTORNEY OTHILIA GONZALEZ, WHERE SPRING ISD NOR ATTORNEY GONZALEZ, WOULD TELL PLAINTIFF THE BALANCE DUE AND TAKING HER TO COURT EVEN THOUGH THEY WERE AWARE THAT THE TAXES HAD BEEN PAID BY GENESIS TAX SOLUTIONS AND ALLOWED GENESIS TO PAY THE TAXES WHEN GENESIS HAD NO AUTHORITY TO DO SO THEREBY PUTTING MASSIVE LIENS AGAINST PLAINTIFF'S PROPERTY. NOW TODAY, THE SAME LIKE GAME IS BEING ORCHESTRATED BY ATTORNEY REGINA ADAMS, DON ORAHOOD, PURDUE BRANDON AND ALL OTHERS AS THE HARRIS COUNTY APPRAISAL DISTRICT ALLOWED HER SIBLINGS TO PLACE THEIR NAMES AS "OWNER" OF HER PROPERTY CAUSING HER TO LOSE HER HOMESTEAD EXEMPTIONS.

THESE GAMES HAVE COSTS PLAINTIFF MASSIVE AMOUNTS OF MONEY AND TIME FROM HER BUSINESS AND PLAINTIFF IS ASKING THIS COURT TO SANCTION THESE ENTITIES TO RESTORE SOME OF THE LOSS THAT PLAINTIFF HAS SUFFERED. PLAINTIFF IS PHYSICALLY SUFFERING AS A RESULT OF THE STRESS THAT HAS BEEN PUT ON HER BY ATTORNEY'S THAT HAS SWORN TO UPHOLD THE LAWS OF THE STATE OF TEXAS AND YET CONSPIRE TO HARASS AND BULLY.

V.CEASE & DESIST ORDER

6. Plaintiff moves the Court for a Cease or Temporary Restraining Order and Desist order by Defendant's Hays Utility South Corporation, Harris County Water Control and Improvement District #136, and Birnam Wood-Fairfax Homeowners Association, Inc., from engaging in any acts or practices that would bring further harm to Plaintiff or Plaintiff's business. Plaintiff asks that the Court order Defendant's to cease all harassment, bullying and abusive actions against her immediately, whether conducted directly or indirectly or through any third parties of any kind.

7. Plaintiff realized today, January 23, 2017, that it is Don Orahood, Board Member for Hays Utility South Corporation/Harris County Water Control Improvement District No. 136, as well as, HOA Director of Birnam Wood-Fairfax Homeowner Association, Inc., is contacting Lenders (Plaintiff is a Mortgage Broker) that she does business with and having them delay her closings, for her clients, in an effort to discredit her with her clients and delay her check. Delaying her check will cause her a delay in paying her water bill allowing Hays Utility to charge excess fees and discredit her with the Courts.

8. Plaintiff found the link today to be between him and Lucy Devore, Account Representative, with Mortgage Solutions. Plaintiff did business with Ms. Devore in 2011 at Calibur Funding where three (3) of her loans were delayed to the point of almost losing her customer. As a result, Lucy was terminated from that company. However, due to Ms. Devore's explanation Plaintiff believed the problems were not caused by her. Plaintiff began doing business with Ms. Devore again in 2016 in which every client's closing has been delayed by 60 days or more. This seems to occur around her utility bill for her water at the due date and if not paid will be turned off causing massive fees to be charged. This has been an ongoing exercise for Don Orahood since 2011.

9. In the month of December Plaintiff never received an invoice from Hays Utility. Realizing this she got a Money Gram and placed it in the drop box of Hays Utility on December 5, 2016. The due date was December 11. Later in the month Plaintiff received a notice that her water would be turned off. Plaintiff called and spoke with Jessica, Manager who lied and stated that they never received the check. Plaintiff called Money Gram and found the check had been deposited by Hays on December 8, 2015. **SEE ATTACHED EXHIBIT "A".**

At the same time, Plaitniff, had a loan that was supposed to be closed in December. However, the Underwriter, Daryl Muck, seem to be working hard, all of a sudden, to reject this loan. Plaintiff's client had 800 FICO scores, job stability of 20 years, 33% equity in the property, an extreme amount of cash assets and needing no money at closing as a result of this being a refinance. FNMA approval already received. The Underwriter requested additional unnecessary documents and information. As we entered the month of January Plaintiff would find that all documents and information requested had already been submitted therefore, unnecessary.

Plaintiff attempted to submit the last of the closing requirements on the 13th of January, as per the lenders requirements, only to find that she was locked out of the system. Therefore, this delayed the closing again. Plaintiff requested a closing as soon as possible as she was told they were running 3 days, which would be Wednesday. In the meantime, she received a notice from Hays that her water would be turned off on the 23rd of January. The papers were delivered to the title company on Wednesday however, they had a closing date for Friday and with a three day right of rescission she would not get here check until the 25th. This is a constant event. Plaintiff realized that since she had paid her bill in December, stopping their game of turning off her water, they delayed her loan in order for her to be late on her payment in January instead.

Plaintiff found Don Orahood Lucy Devore, the Underwriter Daryl Muck and the Manager, Steven Chavira – all playing this game against Plaintiff for a year. The only person not reflected is Melissa Stevenson who also participates in their games of destruction as needed. Plaintiff has attached Don Orahood and Lucy Devore's LinkedIn followers which revealed that Don Orahood has other followers who have been Plaintiff's clients for 20 years or more. **SEE ATTACHED EXHIBIT "B".** Plaintiff confirmed the connection between Don Orahood and Lucy Devore. **SEE ATTACHED EXHIBIT "C".**

10. Don Orahood has no business being an HOA Director or a Board Member. Plaintiff does not believe that Donald Hays is in the dark on all of these goings on. Plaintiff spoke with a neighbor in November who had not paid his water bill and Rob Clark turned his water on and erased all charges. The man was past due 2 months. When Plaintiff called Rob Clark about this he hung up in her face. This same neighbor also had a water leak that went on for seven days. The fault lied with her neighbor's pipe. Rob Clark refunded the costs. Plaintiff's water is turned off as a result of their games in coercing with others to delay her check. Then her water was turned off as a result of her 3 day water leak. However, they billed her $923.00

for the water leak AFTER telling her that they turned the water off. Plaintiff was having water brought into her home assuming the water was off as she was told. So why the $923.00 invoice ? Plaitniff never receives the disconnect notices that should be sent out prior to cutoff.

11. Plaintiff is pleading with this Court ot stop this harassment, bullying, slander, defamation of character and discrediting her with her clients and bringing harm to her business and career. This is a conspiracy that Don Orahood and Greg Pavlicek is orchestrating and it has been going on for many years finally, Plaintiff is finding the links one to another. This company is actually making her pay her bill late. While posting massive late charges against her almost on a monthly basis.

§ 806. HARASSMENT OR ABUSE

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section.

(1) The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.

(5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse or harass any person at the called number.

(6) Except as provided in section 1692b of this title, the placement of telephone calls without meaningful disclosure of the caller's identity.

Offenses against the Public Order (e.g. Harassment, Nuisance)

In situations in which a WMC (WITHOUT MY CONSENT) victim is harassed (either "electronically" or otherwise), the State may charge a defendant with harassing if the defendant threatens the victim with physical injury or the victim reasonably believes that the defendant will physically harm him or her. It may be appropriate in situations of cyberstalking and cybercrime, which are specifically covered in subsection (a)(1).

Text of Statute(s) TEX. PENAL CODE § 42.07 (Harassment)

A person commits an offense if, with intent to harass, annoy, alarm, abuse, torment or embarrass another, he:

Initiates communication by telephone, in writing, or by electronic communication, and in the course of the communication, makes a comment, request, suggestion or proposal, that is obscene;

Threatens, by telephone, in writing, or by electronic communication, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;

Conveys in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of his family or household, or his property;

Causes the telephone of another to ring repeatedly or make repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

Makes a telephone call and intentionally fails to hang up or disengage the connection;

Knowingly permits a telephone under the person's control to be used by another to commit an offense under this section; or

Sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Administrative Code	
TITLE 30	**ENVIRONMENTAL QUALITY**
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 291	UTILITY REGULATIONS
SUBCHAPTER E	CUSTOMER SERVICE AND PROTECTION
RULE §291.88	Discontinuance of Service

(a) Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A) the words "termination notice" or similar language approved by the executive director written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges;

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the executive director;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility's local office;

(F) the total past due charges;

(G) all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PUBLIC UTILITY COMMISSION OF TEXAS -- Water and Sewer Substantive Rules

Chapter 24 Rules - SUBCHAPTER E – CUSTOMER SERVICE AND PROTECTION CHAPTER 2

4. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS

.

Subchapter E. CUSTOMER SERVICE AND PROTECTION.§24.88-1 effective 9/1/14 (P 42190) §24.88. Discontinuance of Service. (a)Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A)the words “termination notice” or similar language approved by the commission written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges,

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the commission;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility's local office;

(F) the total past due charges;

(G)all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests the Court to grant her Temporary Restraining Order or her Cease and Desist Order, for the reasons described above and this Court realize the harm that this is inflicting upon her. Plaintiff also prays for damages, punitive damages, and court costs. That in the interest of justice and fairness her case be heard and her reputation be saved due to the damaging conduct of Defendants, Plaintiff prays for relief requested and all other and further relief to which Plaintiff is entitled.

Respectfully submitted,

s/s___________________________

KAREN KRISTINE SILVIO

PRO SE

23106 NAPLES DRIVE

SPRING, TEXAS 77373

281-825-2851(TEL)

888-830-9036(FAX)

CEASE AND DESIST ORDER

Defendants, Hays Utility South Corporation, Harris County Water Control and Improvement District No. 136 and Birnam Wood - Fairfax Homeowners Association, Inc., are hereby notified to cease and desist any and all further unlawful actions of harassment in accordance with Federal Statute 18 USCS 2661A, including but not limited to harassing, stalking and/or bullying, and any action which consists of physical, verbal, and/or non-verbal attacks meant to:

1). Pester/harass either in person, or via written or electronic format
2). Spy involving following or watching
3). Cause distress thru threat of violence or fear of violence, and/or
4). Call with intent to harass

Harassment is defined as the participation "in a course of conduct directed at a specific person that serves no legitimate purpose under the circumstances to be frightened, intimidated or emotionally distressed."

"A person commits the crime of aggravating stalking if he or she purposely, through his or her course of conduct, harasses or follows with the intent of harassing another person".

THEREFORE, you are hereby ordered to immediately stop any further forms of harassment as your actions violate Plaintiff's rights under the law.

On this the _____ day of February 22, 2017, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Cease and Desist Order and after careful consideration found the following:

The Court finds Plaintiff's Petition and Cease and Desist Order to be in good standing and therefore, ORDERS that this cause of action for her Motion to be:

_______________GRANTED or _______________DENIED.

____

PRESIDING JUDGE

SIGNED this the _________day of February, 2017.

CAUSE NO. C-2015-76246

KAREN SILVIO PLAINTIFF VS	§ § § §	IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS
HAYS UTILITY SOUTH CORPORATION AND HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO.: 136 DEFENDANT	§ § § § §	 133RD JUDICIAL DISTRICT
BIRNAM WOOD –FAIRFAX HOMEOWNERS ASSOCIATION, INC., DON ORAHOOD, DIRECTOR AND MICHAEL O'NEAL, ATTORNEY DEFENDANT	§ § § §	

NOTICE OF HEARING

The above motion is set of hearing on ______, day of ________________, 2017, at________ a.m. at the 133rd District Court, 201 Caroline, Houston, Texas 77002.

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing document has been served on the following counsel via U.S. Mail and/or facsimile as indicated on this the _______, day of _________________, 2017.

Michael R. O'Neal State Bar No. 15283100 12337 Jones Road, Suite 300 Houston, Texas 77070 Telephone: 281-955-7999 Facsimile 281-955-8195	ATTORNEY'S FOR DEFENDANT Mills Shirley, L.LP. Charles P. Dunkel, Jr. State Bar No. 24034427 Susan Price State Bar No. 24046654 3 Riverway, Suite 100 Houston, Texas 77056 Telephone: 713-225-0547 Telecopier: 713-225-0844 cdunkel@millsshirley.com sprice@millsshirley.com

____

KAREN KRISTINE SILVIO

Valid Money Order includes: 1. Heat sensitive red stop sign AND 2. Contains a True Watermark hole up to light to view.

MoneyGram. INTERNATIONAL MONEY ORDER

R2069242865591

12/05/2016

To Validate: Touch the stop sign, then watch it fade and reappear

20692428659

MONEY ORDER - WM

PAY TO THE ORDER OF: [illegible handwriting]

***$71.14

SEVENTY-ONE ****

DOLLARS 14 CENTS

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

[redacted]

⑆103101864⑆2069 24286591⑈ 90

LOAD THIS DIRECTION

LOAD THIS DIRECTION

[redacted]

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

FOR DEPOSIT ONLY

Payee ... For information ... Order, contact MONEYGRAM PAYMENT SYSTEMS, INC. ... OLIS, MN 55... 3929

www.moneygram.com/moneyorder

[illegible]

0 2 [illegible] 3 3 0 12 08 2016

[redacted]

[redacted]

Ex A

Mtg Solutions

1st

Lucy (Ribbe-Miles) Devore

Mortgage Solutions of Colorado

Michigan Mutual • Ashworth University

Spring, Texas • 369

Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. W
Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique l

Highlights

21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Senior Account Executive

Michigan Mutual

Jun 2013 – Present • 3 yrs 8 mos • South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspond
Relationships in the South Texas Area.

24 B1

See less

Account Executive

Michigan Mutual
Jun 2013 – Dec 2013 • 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My
recruit, train and give the brokers the necessary tools for sustainability. My relationship wi
established by using a 'hands on" approach that utilizes my experience to achieve the des
That result is to fund as many loans as feasible. This is accomplished by using integrity, ac
and honest expectations. I thrive on the challenge of getting the job done in a professional

See less

Account Executive

First Guaranty Mortgage Corp
Jan 2012 – Jul 2012 • 7 mos • Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work

See less

Account Executive

Caliber Funding
Sep 2011 – Jan 2012 • 5 mos • Houston, Texas Area

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive p
state of the art technology. Positioning to be in the top 3 by 2012.

See less

Education

Ashworth University

Associate's degree, Criminology
2005 – 2014

Featured Skills & Endorsements

Mortgage Lending · 35

Alexandra Díaz Martínez and 34 connections have given endorsements for this skill

FHA · 34

Rick Rogers Sr. and 33 connections have given endorsements for this skill

Loans · 26

Alix Kee and 25 connections have given endorsements

View 17 more

Accomplishments

1 Course

Continuing Education Courses

See more

Following

HousingWire
3,322 followers

Michigan Mutual
925 followers

Radian
4,824 followers

Pulse
1,418,922 followers

Caliber Funding
2,868 followers

Ashworth College
23,994 followers

See more

B-3

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

1st degree connection1st
Lucy (Ribbe-Miles) Devore
Mortgage Solutions of Colorado
Michigan Mutual Ashworth University
Spring, Texas 369 369 connections
Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. Working with Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique lender that service our loans. MSF offers delegated, non-delegated correspondent lending, hobby farms and we built our company on FHA and VA loans. Our Conforming Gold product will allow you to use the findings that are provided without overlays. We can help loan officers with products on loans to allow you a higher closing percentage. My relationship with you will provide a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to have closed loans. This is accomplished by being accountable and prividing honest expectations. I thrive on the challenge of getting the job done in a professional manner. I have maintained an edge in the industry by keeping current with all changes and regulations thereby making sure my loan officers and processors are placing their loans wisely and pursuing viable business for sustainability in todays market.
Highlights

B-4

Candy Andrews Lewis
21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Michigan Mutual
Senior Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Present Employment Duration 3 yrs 8 mos Location South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspondent Relationships in the South Texas Area.

Michigan Mutual
Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Dec 2013 Employment Duration 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My mission is to recruit, train and give the brokers the necessary tools for sustainability. My relationship with brokers is established by using a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to fund as many loans as feasible. This is accomplished by using integrity, accountability and honest expectations. I thrive on the challenge of getting the job done in a professional manner.
First Guaranty Mortgage Corp
Account Executive
Company Name First Guaranty Mortgage Corp
Dates Employed Jan 2012 – Jul 2012 Employment Duration 7 mos Location Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work!!!
Caliber Funding
Account Executive
Company Name Caliber Funding
Dates Employed Sep 2011 – Jan 2012 Employment Duration 5 mos Location Houston, Texas Area

She was terminated because of my Pennywell loan before I got it cleared. I thought they blamed her for something they did.

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive pricing and state of the art technology. Positioning to be in the top 3 by 2012.
Education

Ashworth University
Ashworth University
Degree Name Associate's degree Field Of Study Criminology

B5

Dates attended or expected graduation 2005 – 2014

Featured Skills & Endorsements

Mortgage Lending See 35 endorsements for Mortgage Lending 35

Alexandra Díaz Martínez and 34 connections have given endorsements for this skill

FHA See 34 endorsements for FHA 34

Rick Rogers Sr. and 33 connections have given endorsements for this skill

Loans See 26 endorsements for Loans 26

Alix Kee and 25 connections have given endorsements for this skill

Lucy has 369 connections
Shuman Majumder
Tim Bliss
JUDY REYNOLDS
Contact and Personal Info
Lucy's Profile and Email
People Also Viewed

Man at Uty Solutions that attempted to reject Castillo using FNMA as his reason I called FNMA proving him a liar

Steven Chavira
Steven Chavira 1st degree connection 1st

VP, Wholesale and Correspondent
Don Orahood
Don Orahood 3rd degree connection 3rd

Bd Member at Hays/HOA Director for BW

Retired at N/A
Hasim Camcioglu
Hasim Camcioglu 2nd degree connection 2nd

Shauna Wenager's Husband

Student at Houston Community College
Andreassi George
Andreassi George 3rd degree connection 3rd

Investigative Reporter at Treasure Coast Newspapers
Dylan Sayers
Dylan Sayers 3rd degree connection 3rd

B/e

Student at Metropolitan State University of Denver
Daryl Munk, MBA
Daryl Munk, MBA 2nd degree connection 2nd

Underwriter at Mortgage Solutions Financial
Brent Hamilton
Brent Hamilton

Underwriter at Mtg Solutions on Roemer loan - attempted to reject him in FNMA DO. Until he had to allow me access due to new credit report.

Regional Office Mnager at Stanley Steemer
Nicki Daniels
Nicki Daniels 1st degree connection 1st

My friend and Office Mgr of 5 yrs. Sued by me at Probate.

Sr. Loan Processor at DHI Mortgage
Margo Wrigley
Margo Wrigley 3rd degree connection 3rd

Wholesale AE at Lincoln Mortgage
Michael Falasco
Michael Falasco 2nd degree connection 2nd

Account Executive at Plaza Home Lenders

Just spoke w/ Nicki - this is not her - She does not know Lucy Dower or Don Drahood.

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions
Sales Solutions
Small Business

Community Guidelines

LinkedIn Corporation © 2017

Questions?
Visit our Help Center.
Manage your account and privacy.
Go to your Settings.

B-7

3rd

Don Orahood

Retired at N/A

N/A

Humble, Texas • 7

InMail

Connect

Experience

Retired

N/A

Following

N/A
34,967 followers

Pulse
1,418,931 followers

B-4

Hasim Camcioglu • 2nd
Student at Houston Community College

← Laura Lenaugers Husband

Lucy Devore • 3rd
Senior Account Executive ←

Lucy Devore • 3rd
Account Executive at Michigan Mutual Inc ←

He has known her for a while

Andreassi George • 3rd
Investigative Reporter at Treasure Coast Newspapers

Daryl Munk, MBA • 2nd
Underwriter at Mortgage Solutions Financial

underwriter on Roemer

Lucy Devore • 1st
Mortgage Solutions of Colorado ←

Nicki Daniels • 1st
Sr. Loan Processor at DHI Mortgage

← friend and office mgr for me for 5yrs.

This is Nicki luck she left DHI 5+ yrs ago. She does not know Don Orahood.

BG

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

2nd degree connection2nd
Hasim Camcioglu
Student at Houston Community College
Houston Community College
Houston, Texas 28 28 connections
InMail
Highlights

Laura Camcioglu, IAP
1 Mutual Connection

You and Hasim both know Laura Camcioglu, IAP

Education

Houston Community College
Houston Community College
Dates attended or expected graduation 2013 – 2017
Ozel ortadogu coleji
Ozel ortadogu coleji

Laura Grainger

B-10

Degree Name Master's degree Field Of Study English Turkish Interpreter
Dates attended or expected graduation 2007 – 2012

Following

Houston Community College
Houston Community College

65,239 followers
Pulse
Pulse

1,418,935 followers
Mobile
Mobile

2,945,671 followers
Media
Media

3,036,711 followers
Healthcare
Healthcare

6,020,064 followers
Your Career
Your Career

6,466,368 followers

See more See more following
Contact and Personal Info
Hasim's Profile
People Also Viewed

Ebone Johnson
Ebone Johnson

Student at Lone Star College
Okechukwu Ibekwe
Okechukwu Ibekwe

Computer Lab Assistant/IT at Houston Community College

B-11

Marquel Speed Sr.
Marquel Speed Sr. 3rd degree connection 3rd

Regional Sports Director at YMCA of Greater Houston (Cossaboom & Houston Texans Y)
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Classic Home Financial
Lucy Devore
Lucy Devore

--
Don Orahood
Don Orahood 3rd degree connection 3rd

Retired at N/A
Lucinda DeVore
Lucinda DeVore

Lucy's sister or Mother

Quality Coordinator at Kleen Test Products Corporation
Lucy Devore
Lucy Devore 3rd degree connection 3rd

This is the co Hays just used to also watch test

Senior Account Executive
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Michigan Mutual Inc
Julie Harper
Julie Harper

Lady Angela Brown ReMax referred me to - Never closed.

Billing Analyst at LJA Engineering, Inc

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions

B-12

Subject: RE: SILVIO

From: Lucy Devore (Lucy.Devore@mortgagesolutions.net)

To: keystonelends@yahoo.com;

Date: Monday, January 23, 2017 2:12 PM

Yes it is. How do you know him?

Lucy J Devore
Senior Account Executive
713-628-6060

The opinions contained herein are based on a proposed loan scenario presented to us by you. They are non-binding, intended to be informational only.

Sent via the Samsung Galaxy Note® 3, an AT&T 4G LTE smartphone

-------- Original message --------
From: Keystone Lending <keystonelends@yahoo.com>
Date: 01/23/2017 14:08 (GMT-06:00)
To: Lucy Devore <Lucy.Devore@mortgagesolutions.net>
Subject: SILVIO

I didn't know that you knew Don Orahood. Small world.

KRISTY SILVIO
KEYSTONE LENDING CORPORATION
281-825-2851 TEL
888-830-9036 FAX

https://www.howtowinincourt.com/?refercode=SK0025

Confidentiality Note: This communication and the information contained in this email including any documents, files, and/or previous emails attached to it are for the exclusive use of the addressee and may contain non-public, confidential, legally privileged and non-disclosable information intended for the sole use of the designated recipient(s). If the recipient of this email is not the addressee, such recipient is strictly prohibited from intercepting, reading, photocopying, distributing, or otherwise using this email or its contents in any way. Specifically, this communication in its entirety is within the scope of the Electronic Communication Privacy Act, 18 USC 2510 and 18 USC 2511. If you are not the intended recipient or have received this communication in error, please contact the sender immediately by phone or via return email and in either case delete all copies, including attachments, without reading, using, or saving them in any way. Thank you.

3/8/2017 3:42:07 PM
Chris Daniel - District Clerk Harris County
Envelope No. 15747668
By: JIMMY RODRIGUEZ
Filed: 3/8/2017 3:42:07 PM

CAUSE NO. 2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT OF**
	§	
VS.	§	
	§	**HARRIS COUNTY, TEXAS**
HAYS UTILITY SOUTH, A	§	
MANAGEMENT AND OPERATIONS	§	
COMPANY	§	**133RD JUDICIAL DISTRICT**

DEFENDANT HAYS UTILITY SOUTH CORPORATION'S
OPPOSED PLEA TO THE JURISDICTION

TO THE HONORABLE PRESIDING JUDGE:

Hays Utility South Corporation ("Defendant" and "Hays Utility") files this Plea to the Jurisdiction and requests the Court dismiss the suit filed by *Pro Se* Plaintiff Karen Silvio ("Plaintiff" and "Ms. Silvio") for the reasons stated.

THE STANDARD AND SCOPE OF REVIEW THAT APPLIES TO A PLEA TO THE JURISDICTION

1. A plea to the jurisdiction contests the trial court's authority to determine the subject matter of the cause of action.[1] The plaintiff bears the burden of alleging facts that affirmatively show the trial court has subject matter jurisdiction.[2]

2. When deciding a plea to the jurisdiction, the trial court considers the allegations in the petition and accepts them as true. If the petition fails to allege jurisdictional facts, the plaintiff has a right to amend before the trial court dismisses the cause.[3] However, dismissing a cause of action for lack of subject matter jurisdiction is proper when it is impossible for the plaintiff's petition to confer jurisdiction on the trial court.

[1] *Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 227 (Tex. 2004).
[2] *Id.* at 221.
[3] *Bland Indep. Sch. Dist. v. Blue*, 34 S.W.3d 547, 553-54 (Tex. 2001).

3. The court is not always bound solely by the pleadings. Instead, when deciding a jurisdictional challenge, a trial court may go beyond the allegations in the pleadings and consider evidence. For example, if a plea to jurisdiction challenges the existence of jurisdictional facts and those facts are necessary to resolve the jurisdictional issue, the trial court is required to consider relevant evidence submitted by the parties. This is especially true in a case like this, where the relevant Original Petition includes statute of limitation issues that go to the jurisdictional question.[4]

4. The trial court is allowed to conduct a hearing on a plea to the jurisdiction in a manner similar to how it hears a summary judgment motion, and may consider affidavits and other summary judgment-type evidence.[5] For example, in *Sarah v. Primarily Primates, Inc.*, the trial court considered a contract between Primarily Primates, Inc. and Ohio State University as "undisputed evidence" that was necessary to decide the jurisdictional question.

5. Then, the trial court reviews the relevant evidence to determine if a fact issue exists.[6] If the evidence creates a fact issue regarding the jurisdictional question, then the trial court cannot grant the plea to the jurisdiction, and the fact issue will be resolved by the fact finder. However, if the relevant evidence is undisputed or fails to raise a fact question on the jurisdictional issue, the trial court rules on the plea to the jurisdiction as a matter of law.[7]

SUMMARY OF THE PLEA

6. First, Plaintiff's claims are barred because she has no standing to bring any of them. Hays Utility does not know the location of damages of which Ms. Silvio complains. In her Original

---

[4] "Unless a defendant pleads and proves that allegations in a plaintiff's petition were fraudulently made, we take as true the facts pleaded in the petition to determine whether those facts support jurisdiction in the trial court." *Texas Ass'n of Bus. v. Texas Air Control Bd.*, 852 S.W.2d 440, 446 (Tex. 1993).

[5] *Sarah v. Primarily Primates, Inc.*, 2008 Tex. App. LEXIS 295 (Tex. App.—San Antonio Jan. 16, 2008, pet. denied).

[6] *Miranda* at 227-28.

[7] *Miranda* at 228.

Petition, Ms. Silvio failed to identify the property upon which she alleges the damage occurred.[8] Should Ms. Silvio allege the damage occurred on the property of 23106 Naples Drive, Spring, Texas 77373 (the address listed on Ms. Silvio's signature block in her Original Petition), the Harris County Appraisal District shows ownership of the property belonging to someone other than the Plaintiff in tax year 2015, when Plaintiff filed her suit.[9] At the time Plaintiff brought her action, she did not own the property at 23106 Naples Drive, nor has she brought anything forward indicating she did and/or does. Hays Utility, in its Amended Special Exceptions on page 2,[10] raised this issue, and in her response to the Amended Special Exceptions on page 2, Ms. Silvio again failed to identify the location of the damage.[11] Therefore, Plaintiff has no standing to any of her claims against Hays Utility.

7. Secondly, the two-year statute of limitations period for a negligence claim ran prior to the Plaintiff filing her suit.[12] Plaintiff alleges negligence in her Original Petition that she filed on December 21, 2015, claiming the negligence occurred on January 29, 2010. Plaintiff alleges that Defendant "was negligent in the scope of their work during the repair and maintenance of a main water leak located on Plaintiff's property, by failing to read the survey, in order to know the area of land in which to dig underground to repair their pipe, which resulted in violations of the Birnam Wood Restrictions." The Plaintiff's claim, however, comes too late because the Plaintiff makes claims against Defendant that allegedly occurred almost six years earlier from the date Plaintiff filed her lawsuit. The Statute of Limitations for negligence bars this claim.[13] In *Robinson v. Ultramar*

---

[8] Exhibit A, attached; Plaintiff's Original Petition.
[9] Exhibit B, attached; Harris County Appraisal District record from 2015 for 23106 Naples Drive.
[10] Exhibit C, attached; Hays Utility's Amended Special Exceptions
[11] Exhibit D, attached; MS. Silvio's Response to Hays Utility's Amended Special Exceptions.
[12] TEX. CIV. PRAC. & REM. CODE § 16.003(a).
[13] *KPMG Peat Marwick v. Harrison Cty. Hous. Fin. Corp.*, 988 S.W.2d 746, 750 (Tex. 1999).

Diamond Shamrock Corp.[14], the trial court granted the Defendant's summary judgment motion based on the Plaintiff's Original Petition in which Plaintiff's claims for negligence, fraudulent concealment, and equitable estoppel came nearly four years after Plaintiff's claim arose. The Appellate Court affirmed this ruling stating:

> In addition, Robinson's original petition shows the date on which Robinson filed her lawsuit--December 27, 2001, more than two years after the date of her injury. Therefore, Robinson's original petition is competent evidence to establish Ultramar's limitations defense.

THE EVIDENCE AND FACTUAL BACKGROUND SUBMITTED IN SUPPORT OF THIS PLEA

8. Hays Utility submits evidence to show that Plaintiff's claims have passed the statute of limitations period, thus barring her claims. Defendant submits Plaintiff's Original Petition in which she states that her claims of negligence by Defendant's employee occurred on January 29, 2010. In said Petition, Plaintiff states that her two 100-feet pine trees' roots were cut into and left untreated. Plaintiff states, "Plaintiff's trees did not begin to die until approximately 2 years later, when Plaintiff called Defendant Hays Utility South as a result of the death of her 2 pine trees." By her allegations alone, Plaintiff's trees would have died in 2012. This is still over three years away from when her claim would have been barred. Even if the Plaintiff did not have notice that her trees were dying in 2010, but first discovered them dead in 2012 (as she admits in her Original Petition), her claim should have been brought in 2014, which is still outside the statute of limitations period.

9. Lastly, Plaintiff's claims for Deceptive Trade Practices Act are barred because she has not properly given sixty-days written notice prior to filing suit as required by Texas Business & Commerce Code § 17.505. Plaintiff filed suit against Hays Utility on December 21, 2015. This

[14] *Robinson v. Ultramar Diamond Shamrock Corp.*, No. 01-02-00738-CV, 2003 WL 21101730, at *2 (Tex. App. May 15, 2003).

means Plaintiff would have needed to provide written notice of her complaint to Hays Utility on October 21, 2015 (or earlier), which she did not do. Therefore, Hays Utility has not been given proper notice of the Plaintiff's claim under the DTPA.

CONCLUSION

10. This Court lacks subject matter jurisdiction as to the Plaintiff's claims against Hays Utility because the statute of limitations period has passed, proper DTPA notice has not been given, and the Plaintiff has not identified the property where the alleged negligence occurred. Ms. Silvio simply has no standing to bring the suit. Therefore this Plea to the Jurisdiction should be sustained and the Court should dismiss Hays Utility from this suit. Hays Utility also requests such other and further relief to which it is justly entitled.

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: *__/s/ Conner N. Turner______*

Charles P. Dunkel, Jr.
State Bar No. 24034427
Conner N. Turner
State Bar No. 24100004
Three Riverway, Suite 100
Houston, TX 77056
Telephone: (713) 225-0547
Telecopier: (713) 225-0844
cdunkel@millsshirley.com
cturner@millsshirley.com

ATTORNEYS FOR DEFENDANT
Hays Utility South Corporation

CERTIFICATE OF CONFERENCE

By my signature below, the undersigned hereby certifies that on March 7, 2017, counsel for Defendant conferred with Plaintiff via telephone in connection with this Motion and Plaintiff indicated that she is opposed.

_/s/ Conner N. Turner_________
Conner N. Turner

CERTIFICATE OF SERVICE

By my signature below, I hereby certify that a true and correct copy of the foregoing document was served on Ms. Silvio, *Pro Se* via the court's e-service (efile.txcourts.gov) and in accordance with the Texas Rules of Civil Procedure as shown below on March 8, 2017:

(1) Via Email (efile.txcourt.gov): kristysilvio@yahoo.com & keystonelends@yahoo.com

(2) Via Regular Mail (USPS tracking 7016 1970 0000 1800 7463)
Karen Silvio
23102 Naples Drive
Spring, Texas 77373

(3) Via fax (888) 830-9036

_/s/ Conner N. Turner_________
Conner N. Turner

From: No-Reply@eFileTexas.gov
Sent: Wednesday, March 8, 2017 3:43:32 PM (UTC-06:00) Central Time (US & Canada)
To: Charles Dunkel
Subject: Notification of Service for Case: 201576246, SILVIO, KAREN KRISTINE v HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO for filing Motion (No Fee), Envelope Number: 15747668

Notification of Service

Case Number: 201576246
Case Style: SILVIO, KAREN KRISTINE v HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO
Envelope Number: 15747668

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	201576246
Case Style	SILVIO, KAREN KRISTINE v HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS CO
Date/Time Submitted	3/8/2017 3:42:07 PM CST
Filing Type	Motion (No Fee)
Filing Description	Defendant's Plea to the Jurisdiction
Filed By	Cynthia Simpson
Service Contacts	SILVIO, KAREN KRISTINE: Karen Silvio (kristysilvio@yahoo.com) Karen Silvio (keystonelends@yahoo.com) HAYS UTILITY SOUTH (A MANAGEMENT AND OPERATIONS COMPANY): Charles Dunkel, Jr. (cdunkel@millsshirley.com) Conner Turner (cturner@millsshirley.com)

Document Details	
Served Document	Download Document
This link is active for 15 days.	

From: Carson Sadro
To: Cynthia Simpson
Subject: Fwd: Fax Message Transmission Result to +1 (888) 8309036 - Sent
Date: Wednesday, March 8, 2017 5:09:20 PM

Sent from my iPhone

Begin forwarded message:

> **From:** RingCentral <service@ringcentral.com>
> **Date:** March 8, 2017 at 5:08:26 PM CST
> **To:** Mills Shirley LLP <dkolenovsky@millsshirley.com>, Mills Shirley LLP <csadro@millsshirley.com>, Mills Shirley LLP <bodom@millsshirley.com>
> **Subject: Fax Message Transmission Result to +1 (888) 8309036 - Sent**

Fax Transmission Results

Here are the results of the 59-page fax you sent from your phone number **(866) 674-7808**:

Name	Phone Number	Date and Time	Result
	+1 (888) 8309036	Wednesday, March 08, 2017 at 05:07 PM	Sent

Your fax(es) included the following file(s), which were rendered into fax format for transmission:

File Name	Result
2017.03. 08 Notice of Hearing-Plea Jurisdiction 03-20-2017 at 2pm.pdf	Success
2017.03.08 Def's Plea to Jurisdiction.pdf	Success
2017.03.08 Proposed Order-Plea to Jurisdiction.pdf	Success

Mills Shirley L.L.P.
400 Washington Bldg., 2228 Mechanic
P.O. Box 1943
Galveston, Texas 77553

CERTIFIED MAIL®

7016 1970 0000 1800 7463

Hasler
03/08/2017
US POSTAGE
FIRST-CLASS MAIL
$06.439
ZIP 77550
011D11608239

KAREN SILVIO
23102 NAPLES DR
SPRING TX 77373

USPS Tracking®

Still Have Questions?
Browse our FAQs ›

Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70161970000018007463

Updated Delivery Day: Thursday, March 9, 2017

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
March 9, 2017 , 4:54 pm	**Notice Left (No Authorized Recipient Available)**	**SPRING, TX 77373**

We attempted to deliver your item at 4:54 pm on March 9, 2017 in SPRING, TX 77373 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice beginning March 10, 2017. If this item is unclaimed by March 24, 2017 then it will be returned to sender.

March 9, 2017 , 9:01 am	Out for Delivery	SPRING, TX 77373
March 9, 2017 , 8:51 am	Sorting Complete	SPRING, TX 77373
March 9, 2017 , 6:11 am	Arrived at Unit	SPRING, TX 77373
March 9, 2017 , 3:25 am	Arrived at USPS Facility	SPRING, TX 77373
March 9, 2017 , 2:28 am	Departed USPS Facility	NORTH HOUSTON, TX 77315
March 9, 2017 , 2:00 am	Arrived at USPS Origin Facility	NORTH HOUSTON, TX 77315
March 8, 2017 , 6:51 pm	Departed Post Office	GALVESTON, TX 77550
March 8, 2017 , 5:46 pm	Acceptance	GALVESTON, TX 77550

Available Actions

Schedule Redelivery

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›

HELPFUL LINKS
Contact Us
Site Index
FAQs

ON ABOUT.USPS.COM
About USPS Home
Newsroom
USPS Service Updates
Forms & Publications
Government Services
Careers

OTHER USPS SITES
Business Customer Gateway
Postal Inspectors
Inspector General
Postal Explorer
National Postal Museum
Resources for Developers

LEGAL INFORMATION
Privacy Policy
Terms of Use
FOIA
No FEAR Act EEO Data

Copyright © 2017 USPS. All Rights Reserved.

CAUSE NO. 2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT OF**
	§	
VS.	§	
	§	**HARRIS COUNTY, TEXAS**
HAYS UTILITY SOUTH, A	§	
MANAGEMENT AND OPERATIONS	§	
COMPANY	§	**133RD JUDICIAL DISTRICT**

DEFENDANT HAYS UTILITY SOUTH CORPORATION'S OPPOSED
PLEA TO THE JURISDICTION

Exhibit A

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

CONFIRMED FILE DATE: 12/21/2015

FILED
Chris Daniel
District Clerk
DEC 21 2015
Time: 4:29 pm
By: Harris County, Texas
Deputy

CAUSE NO. 2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT
PLAINTIFF	§	
VS	§	OF HARRIS COUNTY, TEXAS
	§	
HAYS UTILITY SOUTH, A MANAGEMENT	§	
AND OPERATIONS COMPANY	§	
DEFENDANT	§	133 JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, KAREN KRISTINE SILVIO, PLAINTIFF HEREIN, filing her Original Petition complaining of DEFENDANT'S, HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides in Spring, Harris County, Texas.

2. Defendant, Hays Utility South , A Management and Operations Company

II.JURISDICTION

3. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, because they are a corporation organized and existing under the laws of the State of Texas,and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South, in Hams County, Texas.

IV. VENUE

4. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

Unofficial Copy Office of Chris Daniel District Clerk

V. FACTUAL BACKGROUND

5. This suit arises out of the discrimination, harassment and bullying actions from Defendant against Plaintiff on several instances that Plaintiff has been targeted by the Directors and Management of this company.

6. One of many came from a time of attending a board meeting where Plaintiff was followed out to her car by David Patterson, representative of the Tax Assessor-Collector, Mr. Tommy Lee, to harass her for not paying the taxes on a home that had been in probate for several years. Plaintiff informed Mr. Patterson that she was not the Administratrix and attempted to give him the information on who the party was that he might contact. Strangely enough he did not want that information, he just want to harass Plaintiff. This was the first time Plaintiff had contact with this individual.

7. Another time was when she moved into the above mentioned home that she had eventually won, thru appeals, from the probate courts. Plaintiff had paid all the taxes to date. However, being June 4, 2015, she had not yet paid for 2014. Again she was informed by Hays Utility South that until she paid the 2014 taxes she would be denied water. Plaintiff was advised by Hays Utility South to contact David Patterson, she was threatened and degraded by Mr. Patterson, to pay the taxes. Mr. Patterson stated that it was not their company that was denying the water to Plaintiff that it was Hays Utility. Plaintiff recorded this conversation and made a phone call to his Superior, Mr. Tommy Lee, Tax Assessor-Collector,who apologized for Mr.Patterson's actions and guaranteed Plaintiff that if she went back to Hays Utility South, and paid the required deposit, her water would be turned on. When Plaintiff went back to Hays Utility South they explained that it was Mr. Patterson who was denying her water.

8. On January 29, 2010, Hays Utility South, was negligent in the scope of their work during the repair and maintenance of a main water leak located on Plaintiff's property, by failing to read the survey, in order to know the area of land in which to dig underground to repair their pipe, which resulted in violations of the Birnam Wood Restrictions.

When Plaintiff seen that Defendant was refilling the hole he had dug to the right of her driveway and then proceeded to dig on the left side as well, she approached him with concern to her landscape that he was digging into.

Plaintiff understands that Hays Utility South has a legal right to their water line, however, as the Supervisor, on January 29, 2010, admitted to Plaintiff, *"had I read the survey prior to digging I would have known that I should have been digging to the left of your driveway instead of to the right of your driveway."* Unfortunately, by the time he did read the survey he

Unofficial Copy Office of Chris Daniel District Clerk

had already dug a deep hole on the right side of her driveway, beside the two (2) 100' pine trees, cutting into the roots of the trees and then leaving them untreated. In order to proceed and repair the pipe it required him to then dig on the left side of Plaintiff's driveway, killing part of her shrubs. Which has never been replaced to this day.

Defendant assured Plaintiff that they would replace whatever landscaping was harmed due to their actions. He did replace the shrubs, however, the shrubs he replaced them with, were dead when he planted them. They did not "replace" the shrubs as promised but rather gathered up the shrubs they dug up and attempted to replant them - never maintaining or nurturing them back to life. Plaintiff's trees did not began to die until approximately 2 years later, when Plaintiff called Defendant, Hays Utility South, as a result of the death of her 2 pine trees, she was put off repeatedly, by Robb Clark, Client Services Manager, never refusing to take care of the matter, rather setting appointments that he never kept.

Plaintiff relied on the information she was given by the Supervisor in respects to replacing her landscaping and has suffered damages as a result of that false information. Defendant's employee is in a supervisory position that made the promise without hesitation. He never said he would check with anyone to see what they would do, rather he promised, with confidence, in what he said. Now Plaintiff is informed, after being stood up on several scheduled appointments with Robb Clark, that Don Orhood, Director of her HOA for Birnam Wood, who is also a Board Member on the Board of Director's with Hays Utility South, is the one that was refusing to hold Hays Utility South, accountable for their incompetence in making the promise. So what happens is this: Plaintiff receives a threatening letter from Don Orhood regarding the dead trees then she calls Hays and is told that she will have to get clearance from Don Orhood for Hays to take responsibility for killing the trees, however, it is added that they have already approached him and he is unwilling, regardless of the previous promise and admitted negligence by the Supervisor or Robb Clark.

This resulted in thousands of dollars in losses for Plaintiff as she ended up losing all five (5) of her pine trees, of which she was left with the expense of removing, without any assistance by Hays Utility South. Her neighbor lost 2 or 3 of her pine trees and her other neighbor lost 2 (both of their 2 trees ended up falling onto Plaintiff's house). Plaintiff has never been reimbursed for her expense nor has she been restored her damages in losing the value of those trees to her property. Plaintiff has not made the other two homeowners aware of the loss being at the negligence of Hays Utility South.

9. This brings Plaintiff to the current and on-going situation on July 11, 2015, Saturday. Plaintiff was at her home until approximately mid to late afternoon, waiting for several pieces of furniture to be delivered. Two men delivered the furniture to her home, parking their trucks across the street in front of Plaintiff's home, in the swimming pool parking lot and the other

Unofficial Copy Office of Chris Daniel District Clerk

man parked alongside the street in front of her home, (as the pool parking lot was full with homeowners). The furniture consisted of several heavy pieces that required both men to carry them from the truck, crossing over the street, stepping over the curb and into the yard and walkway of Plaintiff's home, on each trip. Plaintiff stood at the entryway of her home each time watching as each item was carried in. This took approximately 1 to 1 1/2 hours. Once the furniture was removed from Plaintiff's SUV she then moved her SUV from the same pool parking lot back to her garage located behind her home. Shortly after the two men left, Plaintiff also left.

10. On July 13, 2015, Plaintiff received a phone call from Robb Clark, Client Services Manager, of Hays Utility South, leaving her a voice mail that at 10:00 a.m. on Saturday, July 11, 2015, he had received a phone call from a lady in the subdivision, not wanting to leave her name etc., about a "major" water leak coming from the meter located in front of Plaintiff's home, that was "gushing" a very large amount of water, that seemed to be caused by the two contractors that Plaintiff had working at her home. He continued to state that he called the companies "on-call worker" who arrived at Plaintiff's home around 2:00 p.m. and knocked on her door to let her know about the leak. However, this could not be because Plaintiff was home way after this time "expecting" a knock on her door from the people delivering the furniture. He went on to then leave the name and phone number to their Plumber, Joe Castro, for her to call him and he would repair the pipe for her. Mr. Clark then text her with the same message.

Plaintiff of course responded back with the fact that she was at home at that time, she had no "contractors" working for her but did have two men with her that, after speaking with them, agreed that there was no water coming from anywhere into the yard or on the street, as we all crossed over that very site to deliver furniture into the house. Mr. Clark stated that he had the "on call man" turn the water off to her house on Saturday while he was there. Plaintiff explained that he must be confused because she too was walking back and forth and not only was there no water gushing from her meter there was also no "on call" man. Mr. Clark insisted that there was and that her water had been turned off the entire weekend, and was presently turned off as well. Each time Plaintiff would continue to argue that there was no water coming out of her meter he would say "that's not relevant, the pipe needs to be fixed in order to stop the water from pouring out running your bill up". While Plaintiff continued to argue that he must be confusing her home with that of another because there was no water running from her meter". Nevertheless, her water was turned off for 3 days.

At the time this phone conversation occurred, Plaintiff and her Brother-In-Law turned the car around and headed to her home to see what Mr. Clark was talking about. They arrived to find a small trickle of water that had ran down the length of Plaintiff's curb into the gutters but there was not standing water in her yard. They could not understand the "large gushing

Unofficial Copy Office of Chris Daniel District Clerk

water" comment. On July 13, 2015, at 2:00 p.m. Mr. Clark confirmed that the water was still off at that time.

11. July 14, 2015, at 11:13 a.m. Mr. Clark sends three pictures to Plaintiff's phone to prove the leaking water and at the end of the conversation confirms that the water is in fact turned off, this was at 12:20 p.m. Again Mr. Clark told Plaintiff that she should call Joe Castro, Plumber for Hays, to repair this pipe. Mr. Clark informed Plaintiff that the water was turned off and would remain off until the pipe was repaired. Not one of the pictures sent to Plaintiff proves that the pictures taken was from her meter and from her house nor does it prove a "major leak" that was "gushing" out water. Also, there are 2 homes hooked up to each meter.

12. July 15, 2015, Plaintiff received a text from Mr. Clark at 3:24 p.m. : *"Your meter has registered over 100,000 gallons since July 3, 2015 at this rate if you don't repair the leak you're looking at a $600.00 + water bill. "* Of course Plaintiff sent back that the water had been turned off!! Then again at 5:47 p.m. Plaintiff called Mr. Clark stating: *"Rob I have a man from our church that is coming to repair the pipe in the morning".* Plaintiff does not understand how her meter could register so high when Mr. Clark had her water turned off, (as stated by him - in text and recorded telephone conversations with Plaintiff).

13. July 16, 2015, the two men that came to repair the pipe, arrived at Plaintiff's home at approximately 9:00 - 10:00 a.m. and Plaintiff met them at the meter in her front yard so they could repair the pipe. However, upon removing the cover to the meter they all witnessed the fact that the pipe had already been repaired by someone else. Plaintiff had never authorized anyone to repair or replace her pipe. Plaintiff had never seen the water coming out of the meter, Plaintiff had never looked beneath the meter cover. Plaintiff does not even know if it was her pipe that was leaking or how her pipe sprang a leak or that there was a "gushing amount of water" as she never witnessed this. It seems that the only people who are aware of this "leak" coming from her pipe was a few of the men on the board for the water company.

Everytime Plaintiff would make an attempt to discuss the fact that she nor the two men with her on that Saturday had ever seen any water running from this meter, Mr. Clark would cut her off and tell her that it was not "relevant" but that it needed to be repaired and would continue to tell her to call their Plumber, Joe Castro, to repair the problem.

After informing Mr. Clark that she had the men coming by the next morning to repair the pipe, he has admitted to having someone else come out that evening to repair the pipe, without informing Plaintiff and without Plaintiff's consent to do so. Then Hays Utility South billed Plaintiff $600.00 claiming that Plaintiff had used 120 gallons of water which is equivalent to two (2) 30' x 50' swimming pools. ***SEE ATTACHED EXHIBIT 1.*** How is it possible to use this much water when Mr. Clark repeatedly confirmed that the water was turned off and also

Unofficial Copy Office of Chris Daniel District Clerk

informed Plaintiff, on the 14th of July, that *"not only was the water turned off but that it was to remain off until the pipe was repaired."* Plaintiff was then forced to leave her home daily and dress etc., at another persons home as a result of having no water. Something does not add up. Mr. Clark had someone come out sometime during the middle of the night to repair this pipe as opposed to Plaintiff's "chosen" person to repair it, within a few hours. He had no legal right to do so. Especially when Plaintiff was never shown the pipe, the problem and had no problems with her water prior to any of this.

14. Plaintiff then received an invoice from Hay's Utility Company in the amount of $639.68. Which has now been increased to over $982.00. Plaintiff then called to speak to Mr. Hays. Never receiving a returned call she then called Mr. Clark regarding this and after arguing back and forth, with Mr. Clark continuing to admit that her water had been turned off, that he did not get her permission to repair her pipe, that he ignored the fact that she had informed him, July 15, 2015 at 5:47 p.m., that she had a man coming, the morning of the 16th of July, to repair the pipe, and had admitted that between the time that she informed him of her repairman coming and the time that he arrived, he had "his person", repair the pipe instead, in the middle of the night. Mr. Clark also admitted that no one had called or had any knowledge of this "leak from her meter" but the men on the board and there was never a lady that called in but rather he heard only from Mr.Tichner and Don Orhood, both board members for Hays Utility South. After his admission's Plaintiff then requested to speak to Mr. Hays and was informed, by Robb Clark, that Mr. Hays was on a cruise to Alaska and would not return for another week. Plaintiff requested that he have Mr. Hays return her call and was assured that he would do that. However, Plaintiff never heard back from Robb Clark or Mr. Hays.

15. Plaintiff's water was turned off on September 29, 2015. Plaintiff has waited for a return call, requested on several occasions, from Mr. Hays but has never heard from him. Plaintiff has been left with no other alternative than to file this lawsuit and request the court restore her for the damages incurred for both instances, (1). her pipe, her loss of water for more than 2 months, her inability of enjoyment of life and just living a normal life since the time she has been denied water, the costs of having to "buy" water, the damage it has done to her pipes and sewer line to have her water and sewer lines disconnected and the embarrassment, and degradation she has been under having to transfer water into her home and getting help from others to do so. In addition, Plaintiff is under a Dr's., care for her neck , back and knee and was told that she needed to take hot baths at least twice a day which she has not been able to do. She has also been forced to carry gallons of water, twice a day, every day into her home which is heavy, but she must do in order to live. (2). For her trees that she spent several years being terrified that they would fall on her house, (which eventually they did), the expense of removing them, the expense of losing them, the embarrassment and degradation of having dead trees in her yard and having people in the subdivision angry with her for the danger she

Unofficial Copy Office of Chris Daniel District Clerk

was imposing on others, when she did not have the money to remove them and did not have the money to lose them either. This was thousands of dollars. Then the fear when on two separate occasions the two trees in the backyard did in fact fall upon her house which is a terrifying experience. Then to continue to receive the threatening letters from the HOA who was connected to the Utility company that admitted to causing the problem in the first place. This is a conflict of interest. Hays Utility South has dedicated a park in the front of the subdivision to Don Orhood and Don Orhood took our Security Contract, with the Constables of Precinct Four, away from our control and gave it to Hays Utility South who is making money on our security expense. We are having to pay the bill but have lost our rights as a party to the contract, without our consent.

16. Plaintiff believes that Robb Clark et al, of not being truthful in stating that there was a leak at all from her meter or that it was from her home. The fact that they had someone repair the leak "just" prior to Plaintiff's repairman arriving to repair the problem and show the problem to Plaintiff would leave anyone to believe that perhaps the problem was not her problem at all. Especially when the water was already turned off and her repairman was due to arrive within a few hours.

17. Plaintiff relied on the information she was given by the Supervisor in respects to replacing her landscaping and has suffered damages as a result of that false information. Defendant's employee is in a supervisory position that made the promise without hesitation. He never said he would check with anyone to see what they would do, rather he promised with confidence in what he said. Now Plaintiff is informed, after being stood up on several scheduled appointments with Robb Clark, that Don Orhood, Director of her HOA for Birnam Wood and a Board Member on the Board of Director's with Hays Utility South, is the one that is refusing to hold Hays Utility South, accountable for their incompetence in making the promise.

Negligence and Negligent Misrepresentation: There is a general common law duty for everyone to exercise reasonable care to avoid foreseeable injury to others. *El Chico Corp. v. Poole,* 732 S.W.2d 306, 311 (Tex.1987).

Defendant provided information in the course of his business, or in a transaction in which he has a pecuniary interest; The information supplied was false; Defendant did not exercise reasonable care or competence in obtaining or communicating the information; Plaintiff justifiably relied on the information; and Plaintiff suffers damages proximately caused by her reliance on the false information.

Larsen v Carlene Langford & Associates Inc., 41 S.W.3d 245 (*Tex.App.-Waco 2001 n.pet.h.*)

Unofficial Copy Office of Chris Daniel District Clerk

Promissory Estoppel: Injustice can be avoided only by the legal enforcement of the promise against the promisor. *City of Beaumont v. Excavators & Constr., Inc.*, 870 S.W.2d 123, 136-37 (*Tex.App.-Beaumont 1993, writ denied*).

Breach of Fiduciary Duty: A fiduciary relationship may be formal or informal. Fiduciary duties arise as a matter of law in certain formal relationships, including attorney-client, partnership, and trustee relationships. *Meyer v. Cathey,* 167 S.W.3d 327, 331 (Tex.2005).

An informal fiduciary relationship may arise where one person trusts in and relies upon another, whether the relationship is a moral, social, domestic, or purely a personal one. *Meyer v. Cathey,* 167 S.W.3d 327, 331 (Tex.2005).

To impose an informal fiduciary relationship in a business transaction, a special relationship of trust and confidence must exist prior to, and separate from, the parties' agreement. *Schlumberger Technology Corp. v. Swanson,* 959 S.W.2d 171, 177 (Tex.1997).

Due to the height of the trees, according to the Harris County Horticulturist, Plaintiff would not have known the trees were dying for approximately 1 -2 years later: "As a general rule, a cause of action accrues and the statute of limitations begins to run when facts come into existence that authorize a party to seek a judicial remedy." *Provident Life & Accident Ins. Co. v. Knott,* 128 S.W.3d 211, 221 (Tex. 2003). The discovery rule operates to defer accrual of a claim until the plaintiffs knew or, in the exercise of reasonable diligence, should have known of the wrongful act causing their injury. *Salinas v. Gary Pools, Inc.,* 31 S.W.3d 333, 336 (Tex.App.--San Antonio 2000, no pet.).

In accordance to Plaintiff's conversation with the Texas Commission on Environmental Quality, if the sewer line was shut off, as well as the water line, this will cause a problem with the sewer line that may result in the sewer backing up into your home. She explained that it was unnecessary for Hays Utility South to turn both off. When taking into consideration that Mr. Clark had someone come out in the late evening or middle of the night to repair her pipe, without her permission, knowing that she had her own repairman coming the very next morning to do so, and since Plaintiff is having a problem in flushing her toilets now as opposed to no problems prior to all this, causes her to believe that maybe there is a problem within the line that was being kept from Plaintiff and they made it look like there was a "leak" from "her" pipe or that as the TCEQ stated there is "now" a problem as a result of shutting off the sewer line.

Breach of Deceptive Trade Practices Act: The elements of a cause of action for breach of the Deceptive Trade Practices Act ("DTPA") [Chapter 17, Texas Business & Commerce Code] are

Unofficial Copy Office of Chris Daniel District Clerk

(1) The plaintiff was a consumer as defined in the DTPA;
(2) The defendant engaged in at least one of the false, misleading, or deceptive acts or practices listed in the DTPA;
(3) The plaintiff detrimentally relied on the false, misleading, or deceptive act or practice; and
(4) The defendant's false, misleading, or deceptive act or practice was a producing cause of the plaintiff's injury.

Amstadt v. U.S. Brass Corp., 919 S.W.2d 644, 649 (Tex.1996).

Sec. 17.46. DECEPTIVE TRADE PRACTICES UNLAWFUL. (a) False, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action by the consumer protection division under Sections 17.47, 17.58, 17.60, and 17.61 of this code.

Sec. 17.565. LIMITATION. All actions brought under this subchapter must be commenced within two years after the date on which the false, misleading, or deceptive act or practice occurred or within two years after the consumer discovered or in the exercise of reasonable diligence should have discovered the occurrence of the false, misleading, or deceptive act or practice. The period of limitation provided in this section may be extended for a period of 180 days if the plaintiff proves that failure timely to commence the action was caused by the defendant's knowingly engaging in conduct solely calculated to induce the plaintiff to refrain from or postpone the commencement of the action.

Defendant continued to set appointments with Plaintiff to come to her property with the Supervisor and discuss the trees and damages which caused Plaintiff to believe that the matter would be taken care of and her property restored. This never happened. Then Plaintiff was sued by the HOA, Don Orhood, including violation of the trees June 2014. However, when Plaintiff filed her General Denial she also filed a Compulsory Counterclaim regarding the trees and just how both the HOA and Hays Utility South were bouncing Plaintiff from one to another, and with this the HOA Attorney immediately moved to dismiss her allegations against the HOA stating that she needed to pursue a claim against Hays Utility South. Unfortunately, as a result of a wrongful foreclosure, Plaintiff was forced into bankruptcy on December 4, 2014, which was supposed to stay everything. Bankruptcy was dismissed May, 2015 and once again found herself being harassed by Hays Utility again. Therefore, Plaintiff is now requesting to bring both issues before this Court which is a contributing factor to the discrimination, harassment, and bullying Plaintiff continues to endure.

VI. DAMAGES

18. As a direct and proximate result of the occurrence made the subject of this cause of action, the Plaintiff incurred actual damages, including, but not exclusive of the following:

Unofficial Copy Office of Chris Daniel District Clerk

A. Loss of Value to her home as a result of killing her five 5, 100' pine trees. Plaintiff has researched the value of older mature trees and she has found that "within 45 years a tree will have generated an accumulated worth of $196,250.00. A tree living for 50 years will generate $31,250.00 worth of oxygen, provide $62,000.00 worth of air pollution control, control soil erosion and increase soil fertility to the tune of $31,250.00, recycle $37,500.00 worth of water, and provide a home for animals worth $31,250.00. This figure does not include the value of the fruits, lumber, or beauty derived from trees."

B. Loss of Health due to the constant daily fear of the "extreme danger" of dead, leaning and fallen trees all around Plaintiff's home from 2010 to 2014, as so stated by HOA's Attorney, Michael O'Neal. Not having clean water and having to carry gallons in daily, the stress of knowing your sewer could back up into your home based on "gushing" water leak that Plaintiff never ever witnessed and was without water for over 2 months.

C. Loss of Security due to having to live in constant fear.

D. Loss of Enjoyment of Life, taking the time to clean up all debris, not once but twice. Not being able to use her yard during this time.

19. Furthermore, Plaintiff seeks all such other and further relief, general or special, legal or equitable, to which Plaintiff is entitled.

PUNITIVE AND SPECIAL DAMAGES

20. Plaintiff seeks punitive and special damages from Defendant in their personal capacity and asks that a jury award such damages in an amount it determines is just and appropriate.

COURT COSTS AND INTEREST

21. Plaintiff seeks court costs and pre-judgment interest.

JURY DEMAND

22. Plaintiff requests a trial by jury of her peers.

Unofficial Copy Office of Chris Daniel District Clerk

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for relief requested and all other relief to which Plaintiff is entitled. Plaintiff also prays for damages, punitive damages, and court costs.

Respectfully submitted,

s/s_______________________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

Unofficial Copy Office of Chris Daniel District Clerk

CONFIRMED FILE DATE: 12/21/2015

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

p. 5

Here is the formula:

Length x Width x Average Depth x Multiplier = Volume In US Gallons

Determine the Multiplier:

- Rectangle, Square, or Free-Form pool: **Multiplier = 7.5**
- Round or Oval pool: **Multiplier = 5.9**

Determine the Average Depth:

To determine the average depth in a pool where the bottom slopes, measure the shallow end, the deep end depth. Add them together and divide by two (2).

Example:

Shallow End = 2ft. Deep End = 10ft

2ft + 10ft = 12ft; 12/2 = 6ft Average Depth

Unofficial Copy Office of Chris Daniel District Clerk

Standard In-Ground Pool Sizes
with Varying Average Depths

POOL SIZE	3.5 ft Avg Depth	4 ft Avg Depth	4.5 ft Avg Depth	5 ft Avg Depth	5.5 ft Avg Depth
12 ft x 24 ft	7,600	8,600	9,700	10,800	11,900
14 ft x 28 ft	10,300	11,800	13,200	14,700	16,200
15 ft x 30 ft	11,800	13,500	15,200	16,900	18,600
16 ft x 32 ft	13,400	15,400	17,300	19,200	21,100
18 ft x 36 ft	17,000	19,400	21,900	24,300	26,700
19 ft x 38 ft	19,000	21,700	24,400	27,100	29,800
20 ft x 40 ft	21,000	24,000	27,000	30,000	33,000
22 ft x 44 ft	25,400	29,000	32,700	36,300	39,900
25 ft x 45 ft	29,531	33,750	37,968	42,187	46,406
25 ft x 50 ft	32,800	37,500	42,200	46,900	51,600
30 ft x 50 ft	39,375	45,000	50,525	56,250	61,875

Ex 1

SILIVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS		ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR		4-02-16600-04 820
SERVICE PERIOD	FROM	TO	BILLING DATE
	06/05/15	07/03/15	07/09/15

READ DATE(W)	07/03/15
METER NUM.	52072878
PRES. READ	5.0
PREV. READ	.0
TOTAL GALLONS	5.0
Usage In 1,000's	

DESCRIPTION	AMOUNT
WATER	22.05
SEWER	28.20
SEC FEE	11.75
RWA FEE	11.15
THIS MONTH	73.15
TOTAL NOW DUE	73.15

PENALTY AMOUNT	PAY THIS AMOUNT AFTER
6.14	08/07/2015 79.29

1 SILIVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

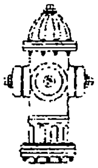
CURRENT BILL DUE 08/07/15 BY 3:30 P.M.

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

213-E AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809



Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

73.15	08/07/2015	79.29
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILIVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

12

Unofficial Copy Office of Chris Daniel District Clerk

SILIVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS			ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR			4-02-16600-04 820
	SERVICE PERIOD	FROM	TO	BILLING DATE
		07/03/15	08/04/15	08/12/15

READ DATE(W)	08/04/15
METER NUM.	52072878
PRES. READ	120.0
PREV. READ	5.0
TOTAL GALLONS	115.0
Usage In 1,000's	

WATER IN 1,000'S GALLONS

07/03/15	5.0
06/05/15	0.0
06/08/15	0.0
04/04/15	0.0
03/04/15	0.0
02/04/15	0.0
01/04/15	0.0
12/04/14	0.0
11/01/14	0.0
10/03/14	0.0
09/04/14	0.0
08/04/14	0.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	73.15
PAYMENT 08/05	-73.15
WATER	286.20
SEWER	28.20
SEC FEE	11.75
RWA FEE	256.45
THIS MONTH	582.60
TOTAL NOW DUE	582.60

PENALTY AMOUNT	PAY THIS AMOUNT AFTER
57.08	09/08/2015 639.68

1 SILIVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

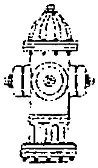
CURRENT BILL DUE 09/08/15 BY 3:30 P.M.

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

213-E AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809



Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

582.60	09/08/2015	639.68
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILIVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

Unofficial Copy Office of Chris Daniel District Clerk

SILIVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS			ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR			4-02-16600-04 820
	SERVICE PERIOD	FROM	TO	BILLING DATE
		08/04/15	09/03/15	09/15/15

READ DATE(W)	09/03/15
METER NUM.	52072878
PRES. READ	126.0
PREV. READ	120.0
TOTAL GALLONS	6.0
Usage In 1,000's	

WATER IN 1,000'S GALLONS

08/04/15	115.0
07/03/15	5.0
06/05/15	0.0
06/08/15	0.0
04/04/15	0.0
03/04/15	0.0
02/04/15	0.0
01/04/15	0.0
12/04/14	0.0
11/01/14	0.0
10/03/14	0.0
09/04/14	0.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	639.68
WATER	23.60
SEWER	28.20
SEC FEE	11.75
RWA FEE	13.38
THIS MONTH	76.93
TOTAL NOW DUE	716.61

PENALTY AMOUNT	PAY THIS AMOUNT AFTER
6.51	09/25/2015 723.12

1 SILIVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

Your water service account is past due. Payment must be received in our office by 4:00 p.m. on 09/18/15 or your account will be charged a $15.00 letter processing fee on 09/21/15. Your account is scheduled for termination on 09/28/15. If payment is not received by 4:00 p.m. 09/25/15 your services will be disconnected.

213-E AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809

Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE
716.61	09/25/2015	723.12

AMOUNT PAID

Scan To Pay

SILIVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

1-4

Unofficial Copy Office of Chris Daniel District Clerk

SILVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS	ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	**23102 NAPLES DR**	**4-02-16600-04 820**
	SERVICE PERIOD — FROM: **09/03/15** TO: **10/03/15**	BILLING DATE: **10/14/15**

READ DATE(W)	10/03/15
METER NUM.	52072878
PRES. READ	126.0
PREV. READ	126.0
TOTAL GALLONS	.0
Usage In 1,000's	

WATER IN 1,000'S GALLONS

09/03/15	6.0
08/04/15	115.0
07/03/15	5.0
06/05/15	0.0
06/08/15	0.0
04/04/15	0.0
03/04/15	0.0
02/04/15	0.0
01/04/15	0.0
12/04/14	0.0
11/01/14	0.0
10/03/14	0.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	723.12
TRANS BAL FRM 4021660004	54.17
ADJUSTMENTS(3)	140.00
WATER	20.50
SEWER	28.20
SEC FEE	11.75
THIS MONTH	60.45
TOTAL NOW DUE	977.74

PENALTY AMOUNT	PAY THIS AMOUNT AFTER 10/26/2015
4.87	982.61

1 SILVIO KAREN

MESSAGES Pay your bill at www.haysutility.com

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

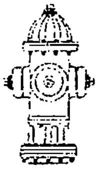
Your water service account is past due. Payment must be received in our office by 4:00 p.m. on 10/20/15 or your account will be charged a $15.00 letter processing fee on 10/21/15. Your account is scheduled for termination on 10/27/15. If payment is not received by 4:00 p.m. 10/26/15 your services will be disconnected.

213-E AVR, Inc.

Unofficial Copy Office of Chris Daniel District Clerk

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809



Account Number 4-02-16600-04 820
Service Address 23102 NAPLES DR

977.74	10/26/2015	982.61
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILVIO KAREN
23106 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

15

CONFIRMED FILE DATE: 12/21/2015

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

AFFIDAVIT OF KAREN KRISTINE SILVIO

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this date personally appeared KAREN KRISTINE SILVIO, known to me to be the person whose name is subscribed below and who, having been by me duly sworn, stating upon his oath as follows:

1. "My name is Karen Kristine Silvio. I am over the age of 18 years, of sound mind and competent to make this Affidavit. I am a resident of Harris County, Texas, acting as Pro Se Litigant and personally familiar with the facts stated herein which are true and correct.

I am Plaintiff, in the above entitled and numbered cause and pursuant to Tex. R. Civ. P. 14 I hereby make this affidavit of the verification of documents, if any, listed below, to support the foregoing Plaintiff's Motion . I have never been convicted of a felony of other crime. I have personal knowledge of the facts herein stated and they are true and correct. I am in all ways competent to make this Affidavit under law.

2. I hereby swear and verify that attached to this affidavit are true and corrrect copies of the following documents:

[signature]

Karen Kristine Silvio

Sworn to and subscribed before me by Karen Kristine Silvio on the 21 day of December, 2015.

[signature]

Notary Public by and for the State of Texas

Crystal L. Crawford

Print Name

01/03/16

Commission Expiration Date

CRYSTAL LIVIA CRAWFORD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/03/16

Unofficial Copy Office of Chris Daniel District Clerk

CONFIRMED FILE DATE: 12/21/2015

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

FILED
Chris Daniel
District Clerk
DEC 21 2015
Time:
By
Harris County, Texas
Deputy

CIVIL PROCESS REQUEST

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: 2015-76246 CURRENT COURT: 133

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Original Petition w/ TRO

FILE DATE OF MOTION: Dec 21 2015
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Hays Utility South Corporation A Management and Operation Co.
ADDRESS: 2200 Salahaca Road Spring TX 77373
AGENT, (*if applicable*): Donald J. Hays

TYPE OF SERVICE/PROCESS TO BE ISSUED (*see reverse for specific type*):

SERVICE BY (*check one*):
- ☐ ATTORNEY PICK-UP
- ☒ CONSTABLE
- ☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: ______ Phone: ______
- ☐ MAIL
- ☐ CERTIFIED MAIL
- ☐ PUBLICATION:
  Type of Publication: ☐ COURTHOUSE DOOR, or ☐ NEWSPAPER OF YOUR CHOICE: ______
- ☐ OTHER, *explain* ______

****

****

2. NAME:
ADDRESS:
AGENT, (*if applicable*):

TYPE OF SERVICE/PROCESS TO BE ISSUED (*see reverse for specific type*):

SERVICE BY (*check one*):
- ☐ ATTORNEY PICK-UP
- ☐ CONSTABLE
- ☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: ______ Phone: ______
- ☐ MAIL
- ☐ CERTIFIED MAIL
- ☐ PUBLICATION:
  Type of Publication: ☐ COURTHOUSE DOOR, or ☐ NEWSPAPER OF YOUR CHOICE: ______
- ☐ OTHER, *explain* ______

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Karen Silvio TEXAS BAR NO./ID NO.

MAILING ADDRESS: 23102 Naples Dr.

PHONE NUMBER: 281 825 2851 FAX NUMBER: 888 8309236
area code phone number area code fax number

EMAIL ADDRESS: kristysilvio@yahoo.com

Unofficial Copy Office of Chris Daniel District Clerk

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

CONFIRMED FILE DATE: 12/21/2015

CIVIL CASE INFORMATION SHEET (REV. 2/13)

CAUSE NUMBER (FOR CLERK USE ONLY): 2015-76246 COURT (FOR CLERK USE ONLY): 133

STYLED Karen Silvio v Hays Utility

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:

Name: Karen Silvio

Email: KristySilvio@yahoo.com

Address: 23102 Naples Dr.

Telephone: 281-825-2851

City/State/Zip: Spring Tx 77373

Fax: 888 830 9036

Signature: [signature]

State Bar No: Pro Se

Names of parties in case:

Plaintiff(s)/Petitioner(s): Karen Silvio

Defendant(s)/Respondent(s): Hays Utility

(Attach additional page as necessary to list all parties)

Person or entity completing sheet is:

- ☐ Attorney for Plaintiff/Petitioner
- ☒ Pro Se Plaintiff/Petitioner
- ☐ Title IV-D Agency
- ☐ Other: ______

Additional Parties in Child Support Case:

Custodial Parent: ______

Non-Custodial Parent: ______

Presumed Father: ______

2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil

Contract

Debt/Contract
- ☒ Consumer/DTPA
- ☒ Debt/Contract
- ☒ Fraud/Misrepresentation
- ☐ Other Debt/Contract: ______

Foreclosure
- ☐ Home Equity—Expedited
- ☐ Other Foreclosure
- ☐ Franchise
- ☐ Insurance
- ☐ Landlord/Tenant
- ☐ Non-Competition
- ☐ Partnership
- ☐ Other Contract: ______

Injury or Damage
- ☐ Assault/Battery
- ☐ Construction
- ☐ Defamation

Malpractice
- ☐ Accounting
- ☐ Legal
- ☐ Medical
- ☐ Other Professional Liability: ______
- ☐ Motor Vehicle Accident
- ☐ Premises

Product Liability
- ☐ Asbestos/Silica
- ☐ Other Product Liability List Product: ______
- ☐ Other Injury or Damage: ______

Real Property
- ☐ Eminent Domain/ Condemnation
- ☐ Partition
- ☐ Quiet Title
- ☐ Trespass to Try Title
- ☐ Other Property: ______

Related to Criminal Matters
- ☐ Expunction
- ☐ Judgment Nisi
- ☐ Non-Disclosure
- ☐ Seizure/Forfeiture
- ☐ Writ of Habeas Corpus—Pre-indictment
- ☐ Other: ______

Employment
- ☐ Discrimination
- ☐ Retaliation
- ☐ Termination
- ☐ Workers' Compensation
- ☐ Other Employment: ______

Other Civil
- ☐ Administrative Appeal
- ☐ Antitrust/Unfair Competition
- ☒ Code Violations
- ☐ Foreign Judgment
- ☐ Intellectual Property
- ☐ Lawyer Discipline
- ☐ Perpetuate Testimony
- ☐ Securities/Stock
- ☐ Tortious Interference
- ☐ Other: ______

Tax
- ☐ Tax Appraisal
- ☐ Tax Delinquency
- ☐ Other Tax

Family Law

Marriage Relationship
- ☐ Annulment
- ☐ Declare Marriage Void

Divorce
- ☐ With Children
- ☐ No Children

Post-judgment Actions (non-Title IV-D)
- ☐ Enforcement
- ☐ Modification—Custody
- ☐ Modification—Other

Title IV-D
- ☐ Enforcement/Modification
- ☐ Paternity
- ☐ Reciprocals (UIFSA)
- ☐ Support Order

Other Family Law
- ☐ Enforce Foreign Judgment
- ☐ Habeas Corpus
- ☐ Name Change
- ☐ Protective Order
- ☐ Removal of Disabilities of Minority
- ☐ Other: ______

Parent-Child Relationship
- ☐ Adoption/Adoption with Termination
- ☐ Child Protection
- ☐ Child Support
- ☐ Custody or Visitation
- ☐ Gestational Parenting
- ☐ Grandparent Access
- ☐ Parentage/Paternity
- ☐ Termination of Parental Rights
- ☐ Other Parent-Child: ______

Probate & Mental Health

Probate/Wills/Intestate Administration
- ☐ Dependent Administration
- ☐ Independent Administration
- ☐ Other Estate Proceedings
- ☐ Guardianship—Adult
- ☐ Guardianship—Minor
- ☐ Mental Health
- ☐ Other: ______

FILED
Chris Daniel
District Clerk
DEC 21 2015
Time: ______
Harris County, Texas
By ______ Deputy

3. Indicate procedure or remedy, if applicable (may select more than 1):

- ☐ Appeal from Municipal or Justice Court
- ☐ Arbitration-related
- ☐ Attachment
- ☐ Bill of Review
- ☐ Certiorari
- ☐ Class Action
- ☒ Declaratory Judgment
- ☐ Garnishment
- ☐ Interpleader
- ☐ License
- ☐ Mandamus
- ☐ Post-judgment
- ☐ Prejudgment Remedy
- ☐ Protective Order
- ☐ Receiver
- ☐ Sequestration
- ☐ Temporary Restraining Order/Injunction
- ☐ Turnover

4. Indicate damages sought (do not select if it is a family law case):

- ☒ Less than $100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees
- ☐ Less than $100,000 and non-monetary relief
- ☐ Over $100,000 but not more than $200,000
- ☐ Over $200,000 but not more than $1,000,000
- ☐ Over $1,000,000

10269947

Unofficial Copy Office of Chris Daniel District Clerk

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

NO. 2015-76246 Court 133

CONFIRMED FILE DATE: 12/21/2015

Karen Kristine Silvio §

vs. §

Hays Utility South §

PAUPER'S AFFIDAVIT

(Pursuant to an Evictions Proceeding under the TX Property Code)

P2
FILED
Chris Daniel
District Clerk
DEC 21 2015
Time: 4:21 pm
By: MH
Harris County, Texas
Deputy

The State of Texas
County of Polk

On the ______ day of ________________ _, 2015, and after being placed under oath made the following statement and affirmed their truth:

1. "My name is Karen Kristine Silvio and I am the appellant in this cause. I resident 23102 Naples Drive in the city of Spring 77373 loc ated in the state of Texas.
2. Pursuant to the property code s ection 24.0052 attached is "Exhibit A" outlining the requirement for the *Pauper's Affidavit*.
3. I reaffirm that I am unable to afford counsel or the costs of litigation and I verify that the financial statement is true and correct."

Unofficial Copy Office of Chris Daniel District Clerk

"Exhibit A"
Pauper's Affidavit: Financial Statement

A. Gross Money Received per month:

1	Gross Wage & Salary Income for Applicant	$ ________
2	Gross Wages & Salary Income for Spouse *(if applicable)*	$ ________
3	Commissions, Tips and Bonuses	$ ________
4	Self-employment Income	$ ________
5	Rental Income	$ ________
6	Any Governmental Assistance/Income	$ ________
7	Other Income: ______________________________	$ ________
	TOTAL INCOME:	$ -0-

B. Total Money needed per month for living. For items which are not paid monthly, express the amounts in monthly averages:

1	Rent or House Payment	$ ________	15	Gasoline/Vehicle	$ ________
2	Real Property Tax	$ 200.00	16	Clothing & Shoes	$ ________
3	Residence Maintenance	$ ________	17	Insurance Car	$ ________
4	Insurance/Home	$ 80.00	18	Insurance Life	$ ________
5	Utilities/Gas	$ ________	19	Insurance Health	$ ________
6	Utilities/Phone	$ 60.00	20	Child Care	$ ________
7	Utilities/Garbage	$ 75.00	21	Children's Activities	$ ________
8	Utilities/Electric & Water	$ 150.00	22	Haircuts	$ ________
9	Groceries	$ 200.00	23	Cable TV & Newspaper	$ 80.00
10	Meals away from Home	$ ________	24	Entertainment	$ ________
11	School Lunches	$ ________	25	Medical	$ ________
12	Dental/Ortho	$ ________	26	Laundry	$ ________
13	Child Support Payments	$ ________	27	Other: ________________	$ ________
14	Car Payment	$ ________			

TOTAL EXPENCES: $ 845.00

C. Amount of Money in Checking Account: 100.00 Bank Holding Acct: Smart

D. Amount of Money in Savings Account: ______ Bank Holding Acct: ______________

E. List any real property owned by the Applicant (*other then household furnishings, clothing, and tools of a trade, or personal effects*)

____

____

____

F. DEPENDANTS

Dependants Name: ________________ Age: ___ Resides: ________________________

Dependants Name: ________________ Age: ___ Resides: ________________________

Dependants Name: ________________ Age: ___ Resides: ________________________

Dependants Name: ________________ Age: ___ Resides: ________________________

Unofficial Copy Office of Chris Daniel District Clerk

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

p. 2

CONFIRMED FILE DATE: 12/21/2015

ORDER

On this the 9th day of November 2015, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Original Petition, and after careful consideration found the following:

The Court finds Plaintiff's Petition to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the ________day of November, 2015.

Unofficial Copy Office of Chris Daniel District Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Original Petition was served on the parties listed below, at the addresses indicated via electronic delivery on November 9, 2015.

Defendant
Hays Utility South Corporation
Donald J. Hays
Service
2200 Sciaaca Center Rd
Spring, TX 77373
281-353-9756
281-353-6105 fax

/s/Karen Kristine Silvio_________________

KAREN KRISTINE SILVIO

Unofficial Copy Office of Chris Daniel District Clerk

CONFIRMED FILE DATE: 12/21/2015

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

CAUSE NO. 2015-76246

FILED
Chris Daniel
District Clerk
DEC 21 2015
Time: 4:29
By: Harris County, Texas
Deputy

KAREN KRISTINE SILVIO	§	IN THE DISTRICT COURT OF
PLAINTIFF	§	
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
	§	
HAYS UTILITY SOUTH, A MANAGEMENT	§	133 JUDICIAL DISTRICT
AND OPERATIONS COMPANY	§	
DEFENDANT	§	

TEMPORARY RESTRAINING ORDER

On this date the Court took under consideration the Application of Plaintiff for an order restraining Defendant from denying her water. The Plaintiff appeared in person. The Defendant was contacted but advised the Court that no one could appear.

Her water was turned off September 29, 2015, so harm is imminent. The Plaintiff has no adequate remedy at law. As a pro se plaintiff the Court gives the pleading the broadest possible interpretation. It appears Plaintiff alleges that her water was turned off leaving her stranded, without having water at her home by any other means. It appears that the water was turned off as a result of a leak and was otherwise not subject to termination prior to, although termination due to an unpaid invoice was proper. Plaintiff has a substantial likelihood of prevailing on the merits of her claim that the water was terminated through no fault of Plaintiff.

Accordingly, Defendant and all persons acting by and through them are restrained and enjoined from the continuation of termination of her water, until such time as a temporary injunction hearing scheduled for ________________________, 2015, at ________p.m., in the ________District Court.

Unofficial Copy Office of Chris Daniel District Clerk

Bond is set at $__________.

IT IS SO ORDERED.

SIGNED on the _________day of ___________________, 2015.

____

JUDGE

Unofficial Copy Office of Chris Daniel District Clerk

CAUSE NO. 2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT OF
	§	
VS.	§	
	§	HARRIS COUNTY, TEXAS
HAYS UTILITY SOUTH, A	§	
MANAGEMENT AND OPERATIONS	§	
COMPANY	§	133RD JUDICIAL DISTRICT

DEFENDANT HAYS UTILITY SOUTH CORPORATION'S OPPOSED
PLEA TO THE JURISDICTION

Exhibit B

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
1035210000042

Tax Year: 2015

Print

Owner and Property Information			
Owner Name & Mailing Address:	**DEUTSCHE BANK NATIONAL TRUST CO 1661 WORTHINGTON RD STE 100 WEST PALM BEACH FL 33409-6493**	Legal Description: Property Address:	**LT 42 BLK 7 BIRNAM WOOD SEC 1 23106 NAPLES DR SPRING TX 77373**

State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	7,410 SF	1,488 SF	2192	5369B	333H

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	03/31/2015	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2014 Rate	2015 Rate
None	024	SPRING ISD		Certified: 08/14/2015	1.510000	1.469960
	040	HARRIS COUNTY		Certified: 08/14/2015	0.417310	0.419230
	041	HARRIS CO FLOOD CNTRL		Certified: 08/14/2015	0.027360	0.027330
	042	PORT OF HOUSTON AUTHY		Certified: 08/14/2015	0.015310	0.013420
	043	HARRIS CO HOSP DIST		Certified: 08/14/2015	0.170000	0.170000
	044	HARRIS CO EDUC DEPT		Certified: 08/14/2015	0.005999	0.005422
	045	LONE STAR COLLEGE SYS		Certified: 08/14/2015	0.108100	0.107900
	550	HC EMERG SRV DIST 7		Certified: 08/14/2015	0.072000	0.065450
	630	HC WCID 136		Certified: 08/14/2015	0.780000	0.740000
	666	HC EMERG SERV DIST 11		Certified: 08/14/2015	0.043000	0.041850

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway**.

Valuations

Value as of January 1, 2014			Value as of January 1, 2015		
	Market	Appraised		Market	Appraised
Land	15,032		Land	15,032	
Improvement	57,532		Improvement	84,339	
Total	72,564	62,297	Total	99,371	99,371

Land

Market Value Land

Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	6,600	1.00	1.00	1.00	--	1.00	2.25	2.25	14,850.00
2	1001 -- Res Improved Table Value	SF3	SF	810	1.00	0.10	1.00	--	0.10	2.25	0.23	182.00

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1976	Residential Single Family	Residential 1 Family	Average	1,488 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Average
Foundation Type	Slab
Grade Adjustment	C
Heating / AC	Central Heat/AC
Physical Condition	Average
Exterior Wall	Brick / Veneer
Element	Units
Room: Total	7
Room: Full Bath	2
Room: Bedroom	4
Fireplace: Masonry Firebrick	1

Building Areas	
Description	Area
BASE AREA PRI	1,488
MAS/BRK GARAGE PRI	460
ENCL FRAME PORCH PRI	142

CAUSE NO. 2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT OF**
	§	
VS.	§	
	§	**HARRIS COUNTY, TEXAS**
HAYS UTILITY SOUTH, A	§	
MANAGEMENT AND OPERATIONS	§	
COMPANY	§	**133RD JUDICIAL DISTRICT**

DEFENDANT HAYS UTILITY SOUTH CORPORATION'S OPPOSED
PLEA TO THE JURISDICTION

Exhibit C

3/10/2016 2:22:23 PM
Chris Daniel - District Clerk Harris County
Envelope No. 9541175
By: EVELYN PALMER
Filed: 3/10/2016 2:22:23 PM

CAUSE NO. 2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT OF**
	§	
	§	
VS.	§	**HARRIS COUNTY, TEXAS**
	§	
	§	
HAYS UTILITY SOUTH,	§	
A MANAGEMENT AND OPERATIONS	§	
COMPANY	§	**133rd JUDICIAL DISTRICT**

DEFENDANT HAYS UTILITY SOUTH CORPORATION'S AMENDED SPECIAL EXCEPTIONS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Defendant Hays Utility South Corporation ("Hays Utility") and files its Amended Special Exceptions to Plaintiff Karen Silvio's Original Petition and as grounds therefore would show unto the Court as follows:

I. Special Exceptions – Standard

A special exception may serve several functions: "First, it may question the sufficiency in law of the plaintiff's alleged claims; secondly, it may present dilatory matters shown on the face of the pleadings; and thirdly, it may indicate formal defects in particular actions." *Brown v. Hawes*, 764 S.W.2d 855, 856 (Tex. App.—Austin 1989, no writ); Tex. R. Civ. P. 91. Special exceptions are the proper vehicle to challenge the sufficiency of a pleading. *Friesenhahn v. Ryan*, 960 S.W.2d 656, 658 (Tex. 1998). A petition is sufficient only if it gives the opposing party fair and adequate notice of (1) the claim involved and (2) the facts upon which a plaintiff bases his or her claim. *Castleberry v. Goolsby Bldg. Corp*., 617 S.W.2d 665, 666 (Tex. 1981); *J.M. Huber Corp. v. Santa Fe Energy Res., Inc*., 871 S.W.2d 842, 845 (Tex. App.—Houston [1st Dist.] 1994, no writ).

A special exception is the appropriate means by which to urge that the plaintiff has not pled a cause of action, *Detenbeck v. Koester*, 886 S.W.2d 477, 479 (Tex. App.—Houston [1st Dist.] 1994, no writ), and to demand particularity if the pleadings do not properly apprise the opposing party of the plaintiff's contentions. *Johnson v. Willis*, 596 S.W.2d 256, 260 (Tex. App.—Waco 1980, writ ref'd n.r.e). A trial court has broad discretion in sustaining special exceptions. *Albright v. Texas Dept. of Human Servs*., 859 S.W.2d 575, 582 (Tex. App.—Houston [1st Dist.] 1993, no writ).

II. Hays Utility's Special Exceptions

1. Unidentified property

Plaintiff's petition does not state the address of the property to which her allegations pertain. There are two addresses associated (although not clearly stated by Plaintiff) in this petition. None of her pleadings to date clearly specify which address each allegation pertains.

2. No discovery level plead

Hays Utility specially excepts to Plaintiff's Original Petition as she failed to plead an appropriate discovery level for this lawsuit as required by Texas Rule of Civil Procedure 190.1.

3. Section 5 – Plaintiff asserts invalid causes of action.

Hays Utility specially excepts to Plaintiff's reference to "discrimination, harassment and bullying" as they are not valid causes of action. Hays Utility specially excepts to this section as it is precluded by law.

4. Section 6 and 7 – Plaintiff asserts allegations against a third party with no timeframe identified.

Hays Utility specially excepts to this section as it appears to contain general allegations against Hays Utility and/or the Tax Assessor-Collector without a date reference. Hays Utility and the "Tax Assessor-Collector"[1] are two separate entities. Hays Utility is the entity that provides water and wastewater services to Plaintiff's subdivision and has no corporate relationship with the Tax Assessor-Collector, nor does Hays Utility employ David Patterson. Plaintiff's pleading has allegations referenced which appear to be improperly directed at Hays Utility instead of a separate entity. Lastly, Plaintiff does not have date references to her allegations in this section. These deficiencies fail to provide Hays Utility with fair notice of her allegations.

---

[1] Plaintiff's petition lists the Tax Assessor-Collector as Mr. Tommy Lee. Tommy Lee is the TRA Tax Assessor-Collector for Brazoria County, Texas (Southwest Assessments). *See* http://www.brazoriacad.org/tax-assessor-collectors.html. Mr. David Patterson is an employee of Assessments of the Southwest, Inc.

5. **Section 8 – Plaintiff fails to provide dates of alleged conversations and date(s) of alleged damages occurred.**

Plaintiff failed to provide date references for the various conversations mentioned, nor does she provide dates for when each of the "pine trees" were "lost."

6. **Section 9 – Plaintiff fails to identify the property.**

Plaintiff does not state the address or identify the property to which this section's allegations pertain.

7. **Section 17 – Plaintiff fails to connect the factual allegations with the element of each cause of action and Hays Utility seeks clarification on the causes of action alleged.**

Plaintiff does not specifically connect the various causes of action with particular factual allegations. In addition, Plaintiff fails to plead all elements of the causes of action. In previous sections (5 through 17), Plaintiff presented unorganized allegations, which are not clearly connected to a particular cause of action. Further, Hays Utility cannot tell the exact causes of action that Plaintiff is asserting against it. Plaintiff appears to plead negligence, negligent misrepresentation, promissory estoppel, breach of fiduciary duty, and breach of the Deceptive Trade Practices Act. Hays Utility seeks confirmation on these allegations.

For each of these causes of action, Plaintiff fails to specify, per each cause of action's element, the factual allegations to which it is connected. For example, Plaintiff fails to outline the false information allegedly supplied by Hays Utility. Promissory estoppel is plead without reference to any particular actions or specific promises made by Hays Utility. The Breach of Fiduciary Duty paragraph omits allegations essential to bring Plaintiff's claim within its scope. Plaintiff failed to plead facts that support the existence of a fiduciary relationship with Hays Utility. Plaintiff also fails to plead the facts which describe any alleged breach of fiduciary duty.

Additionally, Hays Utility specially excepts to Plaintiff's reference to "discrimination, harassment and bullying" as it is not valid cause of action, nor is it an existing legal theory upon which she may claim a DTPA cause of action.

8. **Damages – There is no maximum amount of damages plead.**

Hays Utility specially excepts to the Plaintiff's Damages section. Hays Utility asks the Court to require Plaintiff to specify the maximum amount of damages sought pursuant to Tex. R. Civ. P. 47.

9. Section 20 – Plaintiff seeks punitive and exemplary damages without reference to her legal basis.

Hays Utility specially excepts to Plaintiff's Section 20 (Punitive and Special Damages) as it fails to identify the statutes or causes of action upon which she seeks punitive and/or exemplary damages.

WHEREFORE, PREMISES CONSIDERED, Defendant asks the court to sustain its special exceptions and order Plaintiff to replead and cure her pleading defects within a reasonable time period. Defendant asks that if Plaintiff does not cure her pleading defects timely, to strike the objectionable paragraphs of the pleading.

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: */s/ Charles P. Dunkel, Jr.*
Charles P. Dunkel, Jr.
State Bar No. 24034427
Susan Price
State Bar No. 24046654
3 Riverway, Suite 100
Houston, TX 77056
Telephone: (713) 225-0547
Telecopier: (713) 225-0844
cdunkel@millsshirley.com
sprice@millsshirley.com

ATTORNEYS FOR DEFENDANT
Hays Utility South Corporation

CERTIFICATE OF SERVICE

By my signature above, I hereby certify that a true and correct copy of the foregoing document was forwarded to all parties of record efile.txcourt.gov on this the 10th day of March, 2016.

/s/ *Charles P. Dunkel, Jr.*
Charles P. Dunkel, Jr.

7011 3500 0000 6282 6298

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Am. Sp. Exc.

Postmark Here

Sent To Karen Silvio

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

English | Customer Service | USPS Mobile | Register / Sign In

USPS.COM

Search or Enter a Tracking Number

Quick Tools | Mail & Ship | Track & Manage | Postal Store | Business | International | Help

USPS Tracking®

Customer Service ›
Have questions? We're here to help.

Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70113500000062826298

Delivered

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
March 18, 2016 , 1:19 pm	**Delivered**	**SPRING, TX 77373**
Your item was delivered at 1:19 pm on March 18, 2016 in SPRING, TX 77373.		
March 13, 2016 , 3:25 pm	Departed USPS Origin Facility	NORTH HOUSTON, TX 77315
March 10, 2016 , 8:31 pm	Arrived at USPS Origin Facility	NORTH HOUSTON, TX 77315
March 10, 2016 , 5:50 pm	Departed Post Office	GALVESTON, TX 77550
March 10, 2016 , 5:28 pm	Acceptance	GALVESTON, TX 77550

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›

USPS.COM

CAUSE NO. 2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT OF**
	§	
VS.	§	
	§	**HARRIS COUNTY, TEXAS**
HAYS UTILITY SOUTH, A	§	
MANAGEMENT AND OPERATIONS	§	
COMPANY	§	**133RD JUDICIAL DISTRICT**

DEFENDANT HAYS UTILITY SOUTH CORPORATION'S OPPOSED
PLEA TO THE JURISDICTION

Exhibit D

4/24/2016 4:09:40 PM
Chris Daniel - District Clerk Harris County
Envelope No. 10271904
By: JIMMY RODRIGUEZ
Filed: 4/25/2016 12:00:00 AM

CAUSE NO. C-2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT**
PLAINTIFF	§	
VS	§	**OF HARRIS COUNTY, TEXAS**
	§	
HAYS UTILITY SOUTH, A MANAGEMENT	§	
AND OPERATIONS COMPANY	§	**133RD JUDICIAL DISTRICT**
DEFENDANT	§	

PLAINTIFF'S RESPONSE TO DEFENDANT'S AMENDED SPECIAL EXCEPTIONS, LEAVE TO FILE LATE THIS RESPONSE AND PLAINTIFF'S THIRD PARTY PETITION

TO THE HONORABLE JUDGE JACLANEL M. MCFARLAND:

COMES NOW, KAREN KRISTINE SILVIO, PLAINTIFF HEREIN, filing her Response to Defendant's Amended Special Exceptions, Leave to File Late this Response, and Third Party Petition, and in support thereof would show the following:

I. PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides AT 23102 Naples Drive, Spring, Harris County, Texas.

2. Defendant, Hays Utility South, a Management and Operations Company

II.DISCOVERY LEVEL

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this case is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 for the following reasons:

(a) The relief sought by the State includes non-monetary injunctive relief

(b) The State's claim for monetary relief — including penalties, costs, expenses, consumer redress, and attorney fees — is in excess of $100,000.00.

In the alternative, discovery should be conducted in accordance with a tailored discovery control plan under Tex. R. Civ. P. 190.4.

III.JURISDICTION

4. This Court has jurisdiction over Hays Utility South, A Management and Operations Company, because they are a corporation organized and existing under the laws of the State of Texas, and are licensed to conduct business in Harris County, Texas and this case arises out of the business conducted by Hays Utility South, in Hams County, Texas.

IV. VENUE

5. Venue is appropriate in Harris County, Texas, under TEX. CIV. PRAC. & REM. CODE § 15.002 because the acts complained of occurred in Harris County, Texas.

V.LEAVE TO FILE LATE RESPONSE

6. Plaintiff request this court leave to file late her response as the U.S. Post Office held her mail from October until March for reasons unknown. Plaintiff apologizes for the mistakes made on her Original Petition. It was not to cause delay but a lack of knowledge in the law industry.

VI. RESPONSE TO SPECIAL EXCEPTIONS

7. The intentional conduct in which to bring harm to Plaintiff was Defendant's actions of discrimination, harassment and bullying against Plaintiff and the reason she has brought this lawsuit. Plaintiff listed her causes of actions as:

a. Negligence and Negligent Misrepresentation
b. Promissory Estoppel
c. Breach of Fiduciary Duty
d. Breach of Deceptive Trade Practices Act

8. Sections 6 and 7 are two instances carried out by Defendant's and the parties in which "they" alleged were the reasons behind their actions of denying her water. Defendant's are the ones that made the allegations against the third parties. Defendant is the one that told Plaintiff she would need to contact David Patterson regarding the reason her water had been turned off and when she did both David Patterson and Tommy Lee, Tax Assessor-Collector, denied this. The date of this occurrence is reflected in section 7 as June 4, 2015.

9. Section 8 begins with the date of January 29, 2010 which is all about the destruction of her pine trees on her property, as a result of the Supervisor not reading the survey to know the correct location of the pipes in need of repair.

10. Section 9-16 is in regards to their claims that Plaintiff had a "gushing" water leak at her property which reflects the date and times of each conversation

11. Section 17 is the fact that she relied on information given by Robb Clark, Client Service Manager, employed by Hays Utility.

12. Every cause of action listed serves the purpose of each allegation.

Negligent and Negligent Misrepresentation: Defendant knew that when he cut into the roots of Plaintiff's two trees, without treating the trees, it will not only cause the death of the trees and it will most likely cause a disease throughout the yard and adjacent yards as far out as the tree(s) are tall. Defendant knew this so well that when Plaintiff asked if Hays would treat or replace her landscaping as a result of their negligent act he quickly responded that Hays Utility would be willing to replace the trees and any landscaping. The negligence came from not reading the survey prior to digging.

This action also refers to Plaintiff's water being turned off for several months when in fact there was not a water leak of any kind. Plaintiff had witnesses with her on the date and exact time that there was supposedly a "gushing" water leak. Plaintiff has a witness at the time she received the phone call from Robb Clark at Hays regarding the leak in which Plaintiff and her witness drove to her home to witness this water leak and found nothing. The same with the men that was coming to repair the leak. When they arrived the pipe was repaired to the extent that no one knows or will ever know that there was a problem with Plaintiff's pipe. Hays was never given the authority to repair Plaintiff's pipe and will be held responsible for any problems in the future.

Promissory Estoppel: when a person makes a false statement to another and the listener relies on what was told to him/her in good faith and to his/her disadvantage. In order to see that justice is done a court will treat the statement as a promise, and in a trial the judge will preclude the maker of the statement from denying it. This action also applies to both instances.

Plaintiff lived in fear and as a result of their refusal to treat the trees. Plaintiff lost all trees in her back and front yard and her neighbors lost their trees as well.

Plaintiff requested her water be turned off, although she nor her witnesses had seen anything in resemblance to a water leak, she was told the water was off and was billed $900.00 for a "water leak" that continued to pour out two swimming pools of water (the equivalence as to the amount of the invoice) that no one could see but Defendant(s).

Breach of Fiduciary Duty: There is a relationship that was formed many years ago between Plaintiff and Defendant, as there is with all residents. A relationship that one expects the truth from the other. A relationship that is not suspicious of their crew being on their property to the extent of trusting them and their word. This is the reason that Plaintiff agreed to have her water turned off even though she nor anyone of her witnesses seen any kind of a leak. Plaintiff took Robb Clark at his word. She found the men she wanted to repair the pipe, called Mr. Clark with the time and date of when they would arrive, and unknown to her Mr. Clark took it upon himself to have his own person make the repairs without so much as mentioning this to Plaintiff. He had this work completed the night before the morning her men were to arrive.

Likewise, Plaintiff also trusted Defendant to replace her landscaping. Robb Clark set several appointments with Plaintiff to meet with her and the Supervisor and assess the problem to restore her landscaping as it was prior to their negligence. Promises were made and not kept. Plaintiff trusted them as she had in years gone by.

BREACH OF FIDUCIARY DUTY ELEMENTS OF CLAIM UNDER TEXAS LAW

The elements of a breach of fiduciary duty claim are (1) a fiduciary relationship between the plaintiff and defendant, (2) a breach by the defendant of his fiduciary duty to the plaintiff, and (3) an injury to the plaintiff or benefit to the defendant as a result of the defendant's breach. Lundy v. Masson, 260 S.W.3d 482, 501 (Tex. App.—Houston [14th Dist.] 2008, pet. denied).

The term "fiduciary" contemplates good faith and fair dealing. The term includes informal relations which exist whenever one party trusts and relies on another. The origin of the confidence may be moral, social, domestic, or personal. *Texas Bank and Trust Co. v. Moore,* 595 S.W.2d 502, 507 (Tex. 1980).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY-STATUTORY POWERS AND DUTIES OF THE DISTRICT BOARD OF DIRECTORS:

A water district is a political subdivision endowed with the functions, powers, authority, rights, and duties that will permit it to accomplish the purposes for which it was created. The legislature recodified the statutory provisions governing most types of districts into Chapter 49, Texas Water Code, the primary reference used in the Handbook. Chapter 293, 30 Texas Administrative Code, is the primary reference used for Commission Rules governing most types of districts. A district's statutory purposes may include water supply, wastewater treatment, storm water control, irrigation, navigation, fire fighting, and development of parks and recreational facilities. Municipal utility districts and water control and improvement districts are given additional powers in solid waste management. ***The board of directors manages and controls these district affairs including financial management, employment, and purchasing. The board establishes policies, in the interests of the district's residents and customers, to aid in this process.***

Cornell University Law School:

Fiduciary Duty

Definition

A fiduciary duty is a legal duty to act solely in another party's interests. Parties owing this duty are called fiduciaries. The individuals to whom they owe a duty are called principals. Fiduciaries may not profit from their relationship with their principals unless they have the principals' express informed consent. They also have a duty to avoid any conflicts of interest between themselves and their principals or between their principals and the fiduciaries' other clients. A fiduciary duty is the strictest duty of care recognized by the US legal system.

Examples of fiduciary relationships include those between a lawyer and her client, a guardian and her ward, and a director and her shareholders.

Breach of Deceptive Trade Practices Act: Plaintiff has shown in her original petition where both instances line up with this cause of action.

THIRD PARTY PETITION

Plaintiff has filed a Third Party Petition to include Birnam Wood Fairfax Homeowner Association, Inc., in this lawsuit. Don Orhood, Director of the HOA, as well as being a Board Member on the Board of Directors of Hays Utility South, that sued Plaintiff, April 22, 2014, seeking monetary relief of $100,000.00, as stated in the Petition: **See Attached Exhibit "1".**

"Violations of the Restrictions and state law at Section 204 of the Texas Property Code, in that several tall towering pine trees in the front yard of the Lot have died and are leaning. In fact, one tree has already fallen across and blocked the street in the front of the house. Several more pine trees appear on the verge of falling into the street, the Defendant's house and/or nearby houses and poses an extreme danger to the community."

Plaintiff could not have agreed more. However, when Plaintiff answered with a Compulsory Counterclaim then the Association filed their "Plaintiff's Motion for Special Exceptions and Plea to the Jurisdiction as to Defendant's Counterclaim" further pleading:

"The Plaintiff is not seeking further relief with respect to the dead trees and that matter is moot. The dead trees have been removed and do not pose a danger to the community as previously alleged and was the only basis for relief sought with respect to the dead trees. The Defendant's rights to pursue a claim against Hays Utility South remain and my be pursued in another venue and cause of action unrelated to this cause of action."

Plaintiff, pursuant to Tex. R. Civ. P. 38(b), that governs third-party practice in Texas, now exercises her right to add Birnam Wood Fairfax Homeowner Association, Inc., to this lawsuit to show unto the Court that Don Orhood, Director of the HOA as well as being on the Board of Directors for Hays Utility South, a Management and Operations Company, brought this lawsuit against Plaintiff with full knowledge that the damages to her property, by Hays Utility South, resulted in her being in violation of the Deed Restrictions. The damage to her property and denying her water supply are games often carried out by Robb Clark, Don Orhood and other Board Members of Hays Utility South. **See Attached Exhibit "2".**

WATER CODE TITLE 4. GENERAL LAW DISTRICTS CHAPTER 49. PROVISIONS APPLICABLE TO ALL DISTRICTS SUBCHAPTER A. GENERAL PROVISIONS - SUBCHAPTER C. ADMINISTRATIVE PROVISIONS

Sec. 49.052. DISQUALIFICATION OF DIRECTORS. (a) A person is disqualified from serving as a member of a board of a district that includes less than all the territory in at least one county and which, if located within the corporate area of a city or cities, includes within its boundaries less than 75 percent of the incorporated area of the city or cities, if that person:

(2) is an employee of any developer of property in the district **or any director,** manager, engineer, attorney, or other person providing professional services to the district or a developer of property in the district in connection with the district or property located in the district;

(4) is serving as an attorney, consultant, engineer, manager, architect, **or in some other professional capacity for the district** or a developer of property in the district in connection with the district or property located in the district;

(5)(A) **is a party to a contract with or along with the district** except for the purchase of public services furnished by the district to the public generally; or

(B) **is a party to a contract** with or along with a developer of property **in the district relating to the district or to property within the district,** other than a contract limited solely to the purpose of purchasing or conveying real property in the district for the purpose of either establishing a permanent residence, establishing a commercial business within the district, or qualifying as a director; or

(6) during the term of office, fails to maintain the qualifications required by law to serve as a director.

(b) Within 60 days after the board determines a relationship or employment exists which constitutes a disqualification under Subsection (a), it shall replace the person serving as a member of the board with a person who would not be disqualified.

(c) Any person who wilfully occupies an office as a member of a board and exercises the powers and duties of that office when disqualified under the provisions of Subsection (a) is guilty of a misdemeanor and, on conviction, shall be fined not less than $100 nor more than $1,000.

Plaintiff interprets the above laws as being the Director of the HOA, as well as being, a Board Member for Hays Utility South, as a conflict. Don Orhood and Defendant, Hays Utility South use this power and authority to their advantage and for their own personal gain, just as they did by cutting off Plaintiff's water supply. Who would have made the profit of the $900.00 invoice if Plaintiff would have paid it? Robb Clark named Don Orhood and the other Board Members as being the ones that witnessed this water leak that no one else could see. Just as they did when they damaged Plaintiff's trees. Plaintiff would call Robb Clark for restoration and Robb Clark would tell plaintiff to talk with Don Orhood. All the while Don Orhood's response is "no" and then threatens Plaintiff with a lawsuit seeking damages of $100,000.00. Had Plaintiff not answered with a Compulsory Counterclaim who would have profited from the $100,000.00 claim?

Don Orhood, as Director of the HOA for Birnam Wood Fairfax, signs contracts for the services of this subdivision and signed the contract between Birnam Wood Fairfax and the Constables Office until at such time, without the consent of the homeowners of Birnam Wood Fairfax, transferred the residents rights to that contract over to Hays Utility South. Hays Utility South, in turn, deposits monies for that contract, from the residents of Birnam Wood Fairfax into their bank accounts, bearing their name, to receive all interest from the deposit of funds. In essence the residents of Birnam Wood Fairfax pays the invoice for security however, they lose all rights as a party to the contract, as their name has been

removed and Hays Utility South entered. There are a number of adverse effects to the homeowners as a result of the change made on this Security contract that the homeowners are still unaware of.

Further pleading, Hays Utility South constructed a monument in the park at the entry to the subdivision as an appreciation to Don Orhood. Hays Utility South has charged an RWA (Regional Water Authority) fee to the homeowners in order to change over to a better supply of water that has never occurred and reports are that they do not know when this will occur. Another fee charged to the homeowners, held in an account bearing the name of Hays Utility South, for the past ten (10) years.

Plaintiff wonders if the Board Members of Hays Utility South is aware that they are public servants and have a fiduciary duty to the homeowners of Birnam Wood Fairfax. Their actions of this nature have been going on for at least the last ten (10) years and Plaintiff is requesting this court appoint someone to investigate the books of both, the Homeowners Association and Hays Utility South.

VII.DAMAGES

13. It has been determined that Yard Pine Trees are much more beneficial than they are costly. The annual costs range from $10.00 to $14.00 per tree with an expense of $560.00 per tree over a 40 year time span. However, the annual benefit ranges from $40.00 to $51.00 per tree with a benefit of $2,040.00 over a 40 year time span. Yard trees produce higher net benefits than public trees, primarily because of lower maintenance costs.There is a 65% survival rate over a 40-year time frame for pine trees (conifers).

*From small towns surrounded by cropland, forests, and the sea, to Houston, the nation's fourth largest city, the Coastal Plain region contains a diverse assemblage of communities that are home to approximately 10 million people. The region extends in a narrow coastal band from eastern Texas along the Gulf Coast across the panhandle of Florida and north along the Atlantic Coast to southern North Carolina. Boundaries correspond with Sunset Climate Zones 28 and part of 29 (Brenzel 2001) and USDA Hardiness Zones 8 and 9. The climate*in this region ranges from mild in southeastern North Carolina to subtropical along the Gulf. Temperatures rarely fall below freezing, allowing a great number of tree species to thrive. Summers are hot and humid, though winds off the ocean and the Gulf of Mexico provide some relief. Annual precipitation ranges from 50 to 70 inches (1,200–1,800 mm) and falls fairly evenly throughout the year (Ning et al. 2003).*

The Coastal Plain region is characterized by flat, low-lying coastal areas. Rivers and streams are common, and wetlands play a critical role in the ecosystem, accommodating flood waters, cleaning stormwater runoff, and providing a vital habitat for wildlife and a nursery for many marine species. The wetlands vary in character and may be forested, including swamps, mangroves, and pocosins, or unforested, including marshes, mudflats and natural ponds, such as Carolina Bays (Ning et al. 2003; McNab and Avers 1994). Long, narrow barrier islands line the coast in many areas, buffering the mainland. Soils vary from the extremely rich alluvium of the Mississippi Delta to the arid, acidic sandy soils of the barrier islands.

The tree cover of the Coastal Plain is also quite varied and includes oak-hickory-pine forest with deciduous and evergreen hardwoods, such as red maple (Acer rubrum), hickory (Carya spp.), water (Quercus nigra) and live Oaks (Q. virginiana), sweetgum (Liquidambar styraciflua) and black gum (Nyssa sylvatica); and evergreen and deciduous needle-leaved trees, such as bald and pond Cypress (Taxodium distichum) as well as longleaf (Pinus palustris), loblolly (P. taeda), pond (P. serotina), and slash pines (P. elliottii). Most of the area was once cleared for agriculture and the existing forest is second-growth.

Hurricanes are a fact of life for Coastal Plain communities. These natural events can become human disasters. Hurricane Katrina emphasized the link between human and environmental systems when levees broke and New Orleans flooded. Accompanying the loss of approximately 250,000 structures and 1,000 lives was the destruction of many city trees that shaded streets, cleaned the air, increased property values and enhanced quality of life. Tornadoes spawned by hurricanes and summer storms also impact Coastal Plain communities. Seeing favorite trees toppled or badly damaged can be a traumatic shock to residents. However, experience suggests that many trees will recover with time because of their amazing resilience.

Quality of life improves with trees. They are distinctive features of the landscape that protect us from the elements, clean the water we drink and the air we breathe, and form a connection to earlier generations who planted and tended these trees.

Trees provide environmental benefits. trees to save energy and minimize conflicts with urban infrastructure. The same trees can provide additional benefits by reducing stormwater runoff; improving local air, soil, and water quality; reducing atmospheric carbon dioxide (CO2); providing wildlife habitat; increasing property values; slowing traffic; enhancing community attractiveness and investment; and promoting human well-being.

Trees modify climate and conserve building energy use in three principal ways:

• Shading reduces the amount of heat absorbed and stored by built surfaces.

• Evapotranspiration converts liquid water to water vapor and thus cools the air by using solar energy that would otherwise result in heating of the air.

• Reducing wind speed reduces the infiltration of outside air into interior spaces and heat loss, especially where conductivity is relatively high (e.g., glass windows) (Simpson 1998).

Trees lower temperatures. Trees can increase energy efficiency in the summer and winter.

Windbreaks reduce heat loss. Windbreaks reduce wind speed and resulting air infiltration by up to 50%, translating into potential annual heating savings of 10–12% (Heisler 1986).

Trees can save money. Trees provide greater energy savings in the Coastal Plain than in cooler climate regions because they reduce air conditioning loads during the hot, humid summers.Shade and lower air temperatures from three 25-ft tall (7.5 m) trees—two on the west side of the house and one on the east were estimated to save $77 each year for cooling, a 34% reduction (1,035 kWh).

Reducing Atmospheric Carbon Dioxide: Trees can reduce atmospheric CO2 in two ways

• Trees directly sequester CO2 in their stems and leaves while they grow.

• Trees near buildings can reduce the demand for heating and air conditioning, thereby reducing emissions associated with power production.

Improving Air Quality. Urban forests provide five main air quality benefits

• They absorb gaseous pollutants (e.g., ozone, nitrogen dioxide [NO2], and sulfur dioxide [SO2]) through leaf surfaces.

• They intercept small particulate matter (PM 10) (e.g., dust, ash, pollen, smoke).

• They release oxygen through photosynthesis.

• They transpire water and shade surfaces, which lowers air temperatures, thereby reducing ozone levels.

• They reduce energy use, which reduces emissions of pollutants from power plants, including NO2. SO2 PM10, and volatile organic compounds (VOCs).

Trees effectively reduce ozone and particulate matter concentrations. In Houston, TX the tree canopy was estimated to remove 60,575 tons (5,590 t) of air pollutants annually with a value of nearly $300 million (Smith et al. 2005).

Trees reduce hydrocarbon emissions. (VOCs) from gasoline that evaporates out of leaky fuel tanks and worn hoses.

Reducing Stormwater Runoff and Improving Hydrology. Trees can reduce the amount of runoff and pollutants in receiving waters (Cappiella et al. 2005).Broadleaf evergreens and conifers intercept more rainfall than deciduous species in areas where rainfall is highest in fall, winter, or spring (Xiao and McPherson 2002).

Aesthetics and Other Benefits. Trees provide a host of aesthetic, social, economic, and health benefits that should be included in any benefit–cost analysis.

Social and psychological benefits. Trees, whether it is inspiration from their beauty, a spiritual connection, or a sense of meaning (Dwyer et al. 1992; Lewis 1996).

Human health benefits. A series of studies on human stress caused by general urban conditions and city driving show that views of nature reduce stress response of both body and mind (Parsons et al. 1998).Urban green also appears to have an "immunization effect," in that people show less stress response if they have had a recent view of trees and vegetation. Hospitalized patients with views of nature and time spent outdoors need less medication, sleep better, have a better outlook, and recover more quickly than patients without connections to nature (Ulrich 1985). Skin cancer is a particular

concern in the sunny Coastal Plain region. Trees reduce exposure to ultraviolet light, thereby lowering the risk of harmful effects from skin cancer and cataracts (Tretheway and Manthe 1999).

Trees are not susceptible to wind damage and branch drop, does not require frequent pruning, produces negligible litter, is deep-rooted, has few serious pest and disease problems, and tolerates a wide range of soil conditions, irrigation regimes, and air pollutants.

Property owners with on-site trees not only benefit from increased property values, but they may also directly benefit from improved human health (e.g., reduced exposure to cancer-causing UV radiation) and greater psychological well-being through visual and direct contact with plants.

The appraised value of a tree should be reasonable in relation to the value of the property on which it sits.Studies have estimated that trees may account for up to 15 percent of the value of a residential property. (For example, a $200,000 house on a lot with three mature trees might owe as much as $30,000 of its value to the trees. Assuming that all three trees are of equal value, each tree would be valued at $10,000.)

The benefit of each tree at $2,040.00 per tree x 5 trees =	$ 10,200.00
The value to the property appraised at $108,447.00 x 15% x 5 trees =	81,335.25
The cost to remove the trees =	5,000.00
SUB-TOTAL	$ 96,535.25
Deposit	200.00
TOTAL	$ 96,735.25

The figures above do not include the harassment Plaintiff received from her neighbors as a result of one of her trees falling across the entire road. Extremely humiliating. While Mr. Clark would continue to set numerous appointments to assess the matter with the Supervisor and never keep them. Plaintiff was in need of Hays Utility Company to be responsible for the damages they caused. Another tree fell into a tree in her neighbors yard and another fell into Plaintiff's other tree propping it up. It was a disaster area. Very unsafe. The two trees in the backyard, one falling on her shed that destroyed everything in it. All Christmas ornaments, yard equipment, lawn furniture, leaving broken glass all over the yard. Every piece of furniture was destroyed. Then within 31/2 months another tree fell on the back of her home putting a hole in the ceiling and breaking 2 beams in the attic. This has contributed greatly to Plaintiff's financial disaster as well. The amount of time taken from her job to get everything cleaned up and also having to come up with the funds to cut the trees down.

As if this were not enough, within months, Plaintiff is being denied water due to a "gushing water leak" that no one witnessed except the Board Members of Hays Utility South. Invoicing Plaintiff $900.00 for this "leak" and further denying her water for three months when she refused to pay the invoice. Every day, sometimes twice per day, Plaintiff would have to fill up water bottles, heat water for a bath, unable to wash clothes requiring her to go to the washateria. Then when this Court ordered Plaintiff's water be restored she was required, by Hays Utility, to pay another deposit of funds of $200.00 because it would have been too much trouble for them to transfer her funds from one account to the other. This

game was also carried out by Robb Clark, Don Orhood and the other Board Members. Plaintiff is not the only resident in the subdivision to experience such unprofessional treatment.

ACCORDING TO:

CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT, AND APPEAL, SUBTITLE C. JUDGMENTS,CHAPTER 41. DAMAGES:

Sec. 41.008. LIMITATION ON AMOUNT OF RECOVERY. (a) In an action in which a claimant seeks recovery of damages, the trier of fact shall determine the amount of economic damages separately from the amount of other compensatory damages.

(b) Exemplary damages awarded against a defendant may not exceed an amount equal to the greater of:
(1)(A) two times the amount of economic damages; plus
(B) an amount equal to any noneconomic damages found by the jury, not to exceed $750,000; or
(2) $200,000.

Plaintiff is seeking damages for each cause of action as the law allows.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays this Court will grant her Leave to File Late this Response, and all other further relief to which Plaintiff is entitled. Plaintiff also prays for damages, punitive damages, and court costs.

Respectfully submitted,

s/s___________________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

ORDER

On this the _____ day of _______________ 2016, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio’s Original Petition, and after careful consideration found the following:

The Court finds Plaintiff's Petition to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the _________day of April, 2016.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Response to Defendant's Amended Special Exceptions and Leave to File Late this Response was served on the parties listed below, at the addresses indicated via electronic delivery on______, April, 2016.

ATTORNEY'S FOR DEFENDANT

Mills Shirley, L.LP.
Charles P. Dunkel, Jr.
State Bar No. 24034427
Susan Price
State Bar No. 24046654
3 Riverway, Suite 100
Houston, Texas 77056
Telephone: 713-225-0547
Telecopier: 713-225-0844
cdunkel@millsshirley.com
sprice@millsshirley.com

.

/s/Karen Kristine Silvio___________________
KAREN KRISTINE SILVIO

3/17/2017 6:09:04 AM
Chris Daniel - District Clerk Harris County
Envelope No. 15913709
By: EVELYN PALMER
Filed: 3/17/2017 6:09:04 AM

CAUSE NO. C-2015-76246

KAREN SILVIO	§	**IN THE DISTRICT COURT**
PLAINTIFF	§	
VS	§	**OF HARRIS COUNTY, TEXAS**
	§	
HAYS UTILITY SOUTH CORPORATION	§	
AND HARRIS COUNTY WATER CONTROL AND	§	
IMPROVEMENT DISTRICT NO.: 136	§	
DEFENDANT	§	**133RD JUDICIAL DISTRICT**
	§	
BIRNAM WOOD –FAIRFAX HOMEOWNERS	§	
ASSOCIATION, INC., DON ORAHOOD, DIRECTOR	§	
AND MICHAEL O'NEAL, ATTORNEY, ACMI MGMT	§	
DEFENDANT	§	
	§	
PURDUE BRANDON FULLER COLLINS & MOTT LLP	§	
HARRIS COUNTY APPRAISAL DISTRICT	§	
LINEBARGER GOGGAN BLAIR & SAMPSON LLP	§	
SPRING ISD –OFFICE OF ASSESSOR-COLLECTOR	§	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	§	
DOWDELL PUD – MYRTLE CRUZ, INC.	§	
ASSESSMENTS OF THE SOUTHWEST	§	
DEFENDANTS	§	

PLAINTIFF'S RESPONSE TO PLEA TO JURISDICTION, MOTION FOR CONTINUANCE AND LEAVE TO FILE LATE THIS RESPONSE

TO THE HONORABLE PRESIDING JUDGE:

COMES NOW, KAREN SILVIO, PLAINTIFF HEREIN, filing this her Plaintiff's Response to Defendant's Plea of Jurisdiction, Motion for Continuance, and Leave to File Late This Response, and in support thereof would show the following:

I. MOTION FOR CONTINUANCE

1. This is Plaintiff's first request for Continuance. Plaintiff is requesting this additional time in order to file her lawsuit to include the parties necessary, to receive the discovery she has served with viable responses, and to complete the discovery she never received from Defendant to have adequate time for discovery for all parties.

Plaintiff's request for a continuance will further prove that her claims are not barred by a statute of limitations. Plaintiff request a trial continuance for a minimum of three (3) months. Plaintiff does not request this continuance for purposes of delay but that justice may be done.

II. LEAVE TO FILE LATE THIS RESPONSE

2. A party who is late filing a motion, response, or any supporting evidence must obtain a signed written order from the trial judge showing leave to file the material. *Benchmark Bank v. Crowder,* 919 S.W. 2d 657, 663 (Tex. 1996) (late filed affidavits not considered without written order); *INA of Texas v. Bryant*, 686 S.W. 2d 614, 615 (Tex. 1985) (late filed response not considered). Plaintiff received this Motion on the 8th of March along with the Motion to Compel and completed both as quickly as possible.

III. SUMMARY OF THE ARGUMENT

3. First, Hays Utility does know the location of the damages of which Plaintiff complains. Robb Clark, Client Services Manager, of Hays Utility South, has lived around the corner, to the left of Plaintiff, for 30 years and Don Orahood, HOA Director of Birnam Wood Subdivision and a Member of the Board of Directors of Harris County WCID #136, has lived around the corner, to the right of Plaintiff, for 30 years. Plaintiff has email conversations with Robb Clark and Regina Adams, Attorney over the damage that occurred to her property at 23106 Naples Drive, Spring, Texas 77373. According to the conversation with Robb Clark, over the damage to Plaintiff's trees, as a result of their negligence, of failing to read the survey prior to demolition, he met with the Board of Directors of the Water Board, and presented her claim for damages to them himself.

Further pleading, Robb Clark came to Plaintiff's property at 23106 Naples Drive, Spring, Texas 77373, more than once, to survey the damages. The entire subdivision was aware of the damage Hays Utility did to her property. There were 80' to 100' Pine Trees falling everywhere. One fell across the street blocking everybody's path. Two fell on Plaintiff's house and personal belongings and the other two fell across the yard into other trees killing them as well. There were many many conversations to Robb Clark, Regina Adams, Don Orahood, Michael O'Neal and many many messages left for Donald Hays which he never returned.

As for the disposition of the two homes, Plaintiff owns both homes, one to be at 23106 Naples Drive, Spring, Texas 77373 since 1990 which is currently in appeals as a result of a wrongful foreclosure and the other at 23102 Naples Drive, Spring, Texas 77373 that she has owned since 2003.

The lawsuit regarding the negligence to Plaintiff's property was originally filed April 22, 2014 when Don Orahood and Michael O'Neal, Attorney, sued Plaintiff for violations of the Restrictions with a lien of $100,000.00 and Plaintiff answered with a Compulsory Counterclaim in which they then decided it was a "moot" point. Plaintiff attached a copy of the Original Petition followed by her Compulsory Counterclaim which specifically reflects the physical address as well as the legal description to the property in question. Therefore, Plaintiff does have standing to her claims against Hays Utility.

In regards to the alleged "water leak" Plaintiff received a phone call from Robb Clark telling her that he received a call from the Board Members of Harris County WCID #136 that there was a "gushing water leak" at her home (23102 Naples Drive, Spring,Texas 77373). Therefore, to state that Hays Utility does not know the location of the damages is hard to deny when it was Hays Utility that contacted Plaintiff.

4. Secondly, the two year statute of limitations was met when the lawsuit was filed on April 22, 2014. The damage of the property was never known until the trees began to die which was somewhere in the vicinity of 2 years plus.

The reason Plaintiff has listed Promissory Estoppel as one of her causes of actions is because of the many promises made to her by the Supervisor, while standing in her yard as he realized that he was digging in the wrong yard, and assured Plaintiff that Hays Utility would do whatever was necessary to put her landscaping back to it's original condition. Plaintiff had the same promises made to her by Robb Clark as well. Plaintiff kept giving them more and more time to take care of the matter. Unfortunately, their promises turned into lies.

Promissory Estoppel: *when a person makes a false statement to another and the listener relies on what was told to him/her in good faith and to his/her disadvantage. In order to see that justice is done a court will treat the statement as a promise, and in a trial the judge will preclude the maker of the statement from denying it. This action also applies to both instances.*

Further pleading, one has to consider that all five (5) of the trees did not die all at one time. First you had the two trees that began to die and then the others followed as a result of the disease that traveled through her yard and then thru her backyard. This disease traveled then to her neighbor that lost a tree and her neighbors behind her as welL.

5. Plaintiff's claims have not passed the statute of limitations as a result of several reasons:

FRAUDULENT CONCEALMENT: Defendant, Robb Clark kept meeting with Plaintiff and setting up appointments on a date and time when he and the Supervisor would meet with Plaintiff to discuss the damages of Plaintiff's property. However, each time he would put off the meeting for another time and date. Plaintiff relied on what he said not realizing that this was a game that was being played.

As Plaintiff stated in her Original Petition she relied on the information she was given by the Supervisor and Robb Clark in respects to replacing her landscaping and has suffered damages as a result of that false information. Now after intentionally stalling Plaintiff with their lies Plaintiff's statute of limitations is compromised. Plaintiff request the Court take this into consideration.

TOLLING OF THE STATUTE OF LIMITATIONS:

Typical reasons for tolling a statute of limitations include bankruptcy. As a result of the wrongful foreclosure as mentioned above Plaintiff was forced into bankruptcy in 2014. **SEE ATTACHED EXHIBIT "A".**

6. Lastly, Plaintiff's claims for Deceptive Trade Practices Act are not barred because she did not properly give sixty-six day written notice because of two exceptions:

Before filing a DTPA lawsuit, a consumer must first give written notice to the alleged violator, advising the violation of the consumer's specific complaint and the amount of actual damages and expenses, including attorney fees, if any, reasonably incurred by the consumer in asserting the claim. The alleged violator has 60 days to respond; suit should not be filed during this 60 day period. But there are two exceptions: the first when it is necessary to immediately file suit in order to prevent the running of a statute of limitations, and the second when the consumer asserts the DTPA claim as counterclaim in an existing suit.

There was an immediate need to file this lawsuit because Plaintiff was being denied water. A number of games were being played by Defendant's that have been ongoing for a number of years and still continues to this day. Just last month Plaintiff paid her water bill by placing the check in the night deposit box.

Approximately a week later she receives a notice that her water is going to be terminated. Plaintiff called and was lied to about the fact that they had received her payment. Plaintiff was forced to pay for a copy of the cancelled money order to prove they had cashed the money order within 3 days of receiving. As mentioned above Plaintiff sent Robb Clark a letter regarding the damage to her property. **SEE ATTACHED EXHIBIT "B"**

Defendant is attempting to tie all claims to that of the trees. Her claims go beyond the damage of her property. There has been a consistent bullying and harassment against Plaintiff for a number of years by them.

CONCLUSION

Defendant failed to prove that the location of the damages were unknown to them. Defendant failed to take into consideration all facts that prove that Plaintiff's claims are not barred by a statute of limitations or by proper notice. Accordingly, Defendant's Plea to the Jurisdiction should be denied.

Respectfully submitted,

s/s_______________________

KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiff's Response to Defendant's Plea of Jurisdiction, Motion for Continuance, and Leave to File Late This Response, was served on the parties listed below, at the addresses indicated via electronic delivery on_, ________________, 2017.

ATTORNEY'S FOR DEFENDANT

Mills Shirley L.L.P.

Charles P. Dunkel, Jr.

Conner N. Turner

Three Riverway, Suite 100

Houston, Texas 77056

.

/s/Karen Kristine Silvio

KAREN KRISTINE SILVIO

ORDER

On this the_____day of_______________2017, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Response to Defendant's Plea of Jurisdiction, Motion for Continuance, and Leave to File Late This Response, and after careful consideration found the following:

The Court finds Plaintiff's Plea to Jurisdiction to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the_____day of _______________, 2017.

The Court finds Plaintiff's Motion for Continuance to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the_____day of _______________, 2017.

The Court finds Plaintiff's Leave to File Late This Response to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the_____day of _______________, 2017.

Case 14-36744 Document 17 Filed in TXSB on 04/21/15 Page 1 of 1

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ENTERED
04/21/2015

In Re:
Karen Kristine Silvio
23106 Naples Drive
Spring, Tx 77373

Case No: 14-36744-H5-13

Debtor

ORDER DISMISSING CASE WITH PREJUDICE TO THE DEBTOR'S RIGHT TO FILE ANOTHER CASE FOR 180 DAYS
AND
ESTABLISHING DEADLINE FOR FILING ADMINISTRATIVE CLAIMS

At Houston, Texas, on this date, came on for consideration the Trustee's Motion to Dismiss in the above captioned Chapter 13 proceeding. The court, having considered the Motion, finds that proper notice to all parties in interest has been given, and after hearing all opposition to the Motion, and considering the grounds set forth in the Trustee's Motion, the court does hereby find that the Debtor(s) failure to file the Completed Chapter 13 Statement and Plan within the time prescribed by Bankruptcy Rules 1007 and 3015, constitutes a willful failure to appear before the Court in proper prosecution of the case, and does hereby,

ORDER, that the above captioned Chapter 13 case is **DISMISSED WITH PREJUDICE** to the Debtor's right to file another case for a period of 180 days from this date.

It is further **ORDERED** that the deadline for filing an application for administrative expense in this case is set at 20 days following entry of this Order. The deadline for filing a motion for allowance of a claim arising under 11 U.S.C. Section 507(b) in this case is also set at 20 days following entry of this order.

If an application for allowance of professional fees and expenses has previously been filed in this case, the applicant is not required to file a new application for allowance of an administrative expense under 11 U.S.C. Sec. 503, if the new application only seeks allowance of the same professional fees and expenses previously requested.

DATED: 4-21-15

UNITED STATES BANKRUPTCY JUDGE

Ex A

April 27, 2012

Hays Utility District Operation and Management
P.O. Box 1209
Spring, Texas 77383

Attn: Rob Clark
Rita Rodriguez

Dear Rob and Rita:

After speaking with you a little more then a week ago I have compiled a list of questions to be answered and documents to be produced at your earliest convenience. As discussed, there is great concern over the Security Contract between Harris County WCID #136 and Constable Ron Hickman's Office for the security of Birnam Wood - Fairfax Area or as you refer to it "District 136". There are questions with no answers which causes assumptions, which leads to, sometimes miss-information.

I am not sending this request for any other reason then to get those questions answered and to try and understand a lot that has transpired. I will admit to my ignorance in a lot of areas and ask for your patience while I ask questions and request documentation that will hopefully enlighten me.

1). Copy of Contract between HCWCID #136 and Constable Ron Hickman for Security for of District 136 for 2010 and 2012. I have the contract for 2011.
2). I have a report in my possession, from 6/27/2011, see attached copy. On the front page it reflects the "meter count". I would like to see a copy of this report from 01/01/10 to Y-T-D.
3). All Security "call reports" from 01-01-10 to Y-T-D.
4). Print out of water utility expenses for each house - interested only in the amount of gallons used per address vs. the amount of the bill.
5). Copy of the minutes of the meeting when HCWCID #136 was first requested to take on the Operation of the Security Contract for Birnam Wood - Fair Fax or "District #136".
6). A copy of the contract between Birnam Wood - Fair Fax and HCWCID #136 regarding your cost and/or expenses of operating and management of the Security of Birnam Wood - Fairfax.
7). A copy of any contract between HCWCID #136 and Constable Ron Hickman Precinct 4 regarding your cost and/or expenses of operating and management of the Security of Birnam Wood - Fairfax.
8). Are the businesses ie Schools, Fire Dept., Stores, Churches etc paying the same rate as the homeowners for Security?
9). How many homes or businesses have ever had new meters installed Y-T-D under District 136?
10). Address list of all houses or entities that you consider District 136.

Ex B

11). Who all was at the meeting when the request was made that HCWCID #136 take over the operations and management of the Security
12). Who made the request of you to take over the operations and management of the security for Birnam Wood/ Fairfax or District 136?
13). Please send me a copy of the minutes to the meeting when the request was made
14). Please send me a copy of the minutes to the meeting when the answer was given.
15). Also who at HC WCID #136 gave the authority to do so.

These next two problems are more my own personal issues that I need resolved.

1). On January 29, 2010 there was a main water line that bust and as a result, HC WCID #136, tore up my driveway in order to repair it. According to your Supervisor he stated to me that the reason they dug up the right side of my yard and then the left side of my yard was because they failed to read the survey prior to digging. I have lost 2 Pine Trees and shrubs as a result of this. I understand that you have the right to that line but you don't have a right to negligently dig without first making sure of where it is that you need to dig and tear up my landscaping only because you failed to read a survey prior to digging. The Supervisor assured me that you would replace and repair my any landscaping because of this.

You did replace the shrubs that you killed with more dead shrubs. Rob can attest to the fact that they have been dead since day one and are still dead to this day. The 2 dead pine trees have never been removed and I worry with every wind and rain that they will fall on my house. I had at least 2 conversations with your Supervisor. When will these trees be removed? When will the shrubs be replace with living shrubs?

2). Thru your website I printed out a history of my water usage and a history of my water bill. I ran a tape of the amount of my bill for each year. From 2007 to 2008 my water bill increased 50.7%. Since 2006 my water bill has increased 85.75%.

On March 25, 2010 I came home to find a leak in the attic above my kitchen. I hired the people to come in and fix that leak along with a slow leak I had in the toilet of my master bath. I have had no water problems since then. However I would like for you to look at the water usage for the entire year of 2010. Six months out of the year it reflects that I used a small swimming pool of water - every month. The other 5 months of that year are still anywhere from 2-4000 gallons more then normal.

B2

According to a swimming pool company a small pool holds 10-12000 gallons of water, a medium pool holds 20-25000 gallons of water and a large pool holds 35-40000 gallons of water. I do not own a pool or spa. I was cited over and again by the HOA because I have not watered my yard or my Mothers yard since the day she died, August 1, 2006. From March 25, 2010 until Y-T-D my toilet in my master bath has remained turned off (only because the man evidently never turned it back on and I never knew it until October 2011 because it is basically is never used). I live alone. I wash - all said - maybe 2 loads of laundry per week. Maybe.

Wait!! It gets worse. If you look at July 2011 there was 10,000 gals, August 2011, 14000 gals and September 2011 a whopping 23000 gals of water!!! Just for me? I called in October and miraculously it went back down to 6,ooo gals as it had been from Jan 2011 and has been since September 2011. For those 3 months I used 47000 gallons of water!!! That is larger then your largest swimming pool holds. I'm fricken lucky to be alive!!! What explanation was I given when I called your office? That I must have a leak somewhere but when I pointed out that in October I was back to 6000 gals and asked if ya had fixed that leak, I got no response.

I would like to also point out that from 2003 - 2007 I had a child living with me. A teenage girl that changed clothes all the time and in looking at my bill I never broke 6000 gallons of water usage except on 3-4 occasions. That was back when I watered my yard and my Mothers on a weekly basis. Please keep in mind that I am not talking about prices I am talking about water usage.

In comparison I have spoke with other people in the subdivision. I have made it a point to compare my water bill with other single people (some that water their yards and some that don't), two people homes, 3 people homes, 4 people home and one that was 6 people - imagine their laundry!! I can tell you that everyone of us had a bill from $60.00 to $65.00 (at the very max). You got some splainin' to do Lucy!! Lol - because this just does not make any sense.

Are we or are we not on meters? Are we or are we not being billed per usage? If we are then how can the above comparison hold up?

I am requesting an answer or explanation to every question and to receive the documentation requested as I am aware of the "open records policy". If it is possible, and I assume that the reports that I am asking for are all on computer, as I am asking for past information and/or documentation, please send this all to me by the end of this week or at the very most within 10 days.

B3

Thank you for your time and cooperation in this matter. If there are any questions please do not hesitate to contact me at the phone number, address or email address reflected below.

Respectfully,

Kristy Silvio
Kristysilvio@yahoo.com
23106 Naples Drive
Spring, Texas 77373
281-825-2851

BY

3/20/2017 2:14:38 AM
Chris Daniel - District Clerk
Harris County
Envelope No: 15938151
By: PALMER, EVELYN J
Filed: 3/20/2017 2:14:38 AM

CAUSE NO. 2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT
PLAINTIFF	§	
	§	
VS	§	
	§	
HAYS UTILITY SOUTH	§	
HARRIS COUNTY WCID #136	§	
BIRNAM WOOD-FAIRFAX HOA	§	133RD JUDICIAL DISTRICT
MICHAEL O'NEAL LAW FIRM	§	
WILLIAMS ACMI VENTURES, L.P.	§	
ASSESSMENTS OF THE SOUTHWEST, INC.	§	
RON HICKMAN,	§	
MARK HERMAN, CONSTABLES PRECINCT FOUR	§	
CENTERPOINT ENERGY , ET AL.	§	HARRIS COUNTY, TEXAS
RENT-A-CENTER, ET AL	§	
SEARS ET AL.	§	
JUDGE MIKE WOOD	§	
ASSOCIATE JUDGE ANN PATTON GREENE	§	
HOWARD REINER, ATTORNEY	§	
STEPHAN RUBEN	§	
MONICA PETTIGREW SMITH	§	
JO-LYNN BOGGAN	§	
GARY BOGGAN	§	
GARY SILVIO	§	
REBECCA WAGLEY	§	
JODI WAGLEY	§	
MICROSOFT CORPORATION, ET AL.	§	
YAHOO INC., ET. AL.	§	
VERIZON WIRELESS LLC ET. AL.	§	
HEWLETT PACKARD ET AL	§	
AT&T CORP ET. AL.	§	
AMERICA'S PREMIER MORTGAGE	§	
MORTGAGE SOLUTIONS OF COLORADO, LLC	§	
HARRIS COUNTY APPRAISAL DISTRICT	§	
SPRING ISD TAX OFFICE	§	
PURDUE BRANDON FULLER COLLINS & MOTT LLP	§	
LINEBARGER GOGGAN BLAIR & SAMPSON LLP	§	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	§	
DOWDELL PUD – MYRTLE CRUZ, INC.	§	
TEXAS DEPT OF SAVINGS & MORTGAGE LENDING	§	
RONNIE SILVIO, CAPTAIN MONT. COUNTY SHERIFF	§	
TONY SILVIO, HARRIS COUNTY SHERRIF'S DEPT.	§	
MICHAEL SILVIO, MONT. COUNTY SHERIFF'S DEPT.	§	
HEATHER SILVIO, MONT. COUNTY SHERIFF'S DEPT.	§	
CASH AMERICA PAWN, ET AL	§	

Unofficial Copy Office of Chris Daniel District Clerk

CYPRESSWOOD PAWN AND GUN, ET AL §
EZ PAWN, ET AL §
EXTRA SPACE STORAGE §
UNITED STATES POSTAL SERVICE §
DOWDELL PUD – MYRTLE CRUZ, INC. §
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS §
INTERNAL REVENUE SERVICE §
OFFICE DEPOT ET AL §
DEFENDANT'S §

SUPPLEMENT TO ORIGINAL PETITION AND FIRST AMENDED RESPONSE TO DEFENDANT'S AMENDED SPECIAL EXCEPTIONS, LEAVE TO FILE LATE THIS RESPONSE AND PLAINTIFF'S THIRD PARTY PETITION TO AMEND PLEADINGS FOR DAMAGES AND TO INCLUDE DISCRIMINATION, ABUSE, AND BULLYING ACTIONS THAT RESULTED FROM A CONSPIRACY TO COVER UP THE WRONGFUL DEATH OF THE DECEASED, SYBIL CHRISTINE SILVIO BY LETHAL INJECTION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, PLAINTIFF, KAREN KRISTINE SILVIO, and files this her Supplement to Original Petition and First Amended Response and Plaintiff's Third Party Petition to Amend Pleadings for Damages and to Include Discrimination, Abuse, and Bullying Actions that Resulted From a Conspiracy to Cover up the Wrongful Death of the Deceased, Sybil Christine Silvio, By Lethal Injection, and in support thereof would show the following:

I.INTRODUCTION

Plaintiff, Karen Kristine Silvio, brings this action for discrimination, abuse and bullying, for illegal and criminal conspiracy to cover up the wrongful death of the deceased, by lethal injection and the resulting damages inflicted, upon Plaintiff by the Defendants, in an effort to cover up the murder of the Deceased, her Mother, Sybil Christine Silvio, and to deprive her of her civil rights secured by the Constitution of the United States and the Texas Constitution. In addition the cause is also for civil conspiracy and fraud, and conspiracy to violate the open Courts provision of the Texas Constitution.

II. DISCOVERY CONTROL PANEL

1. Pursuant to the provisions of Texas Rule of Civil Procedure 190.3, Plaintiff proposes to conduct discovery according to Discovery Control Plan Level 3, and therefore requests this Court to enter a scheduling order that includes a discovery deadline date and a designation of expert deadline.

III.JURISDICTION

2. This Court has jurisdiction over the claims raised in this Complaint under 42 U.S.C. § 1983 and 28 U.S.C. § 1331.

3. Venue is appropriate in the Judicial District Court of Texas under 28 U.S.C. § 1391 as Defendants reside, and acts complained of arose, within the Judicial District Court of the State of Texas.

4. Plaintiff further invokes the supplement jurisdiction of this Court pursuant to 28 U.S.C. § 1367 to adjudicate pendent claims arising under the laws of the State of Texas and seeks recovery under the Wrongful Death and Survival Statutes of the State of Texas as allowed by law.

5. Plaintiff, brings this action pursuant to the Texas Constitution article 1, §§ 3(a), 8 and 9, and 42 U.S.C. § § 1983 and 1985 to redress deprivation of rights guaranteed by state and federal law. This action also seeks injunctive relief.

IV.PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides in Spring, Harris County, Texas.

2. Defendant, Ron Hickman, is a citizen of Texas, was acting Sheriff of Harris County, Texas, was legally responsible for the actions of his deputies. He may be served with process, by serving County Judge Ed Emmett at 1001 Preston, Suite 911, Houston, Texas 77002.

3. Defendant, Mark Herman, Successor, is a citizen of Texas, and is Constable of Harris County, Texas, is legally responsible for the actions of his deputies. He may be served with process, by serving County Judge Ed Emmett at 1001 Preston, Suite 911, Houston, Texas 77002.

4. Defendant, Judge Mike Wood, Probate Court No. Two (2) of Harris County, Texas duly organized and existing under the laws of the State of Texas, with its principal office located at 201 Caroline, Suite 680, Houston, Texas 77002

5. Defendant, Associate Judge Ann Patton Greene, Probate Court No. Two (2), Harris County, Texas, duly organized and existing under the laws of the State of Texas, with its principal office located at 201 Caroline, Suite 680, Houston, Texas 77002

6. Defendant, Jo-Lynn Boggan, Administratrix of the Estate of Sybil Christine Silvio, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

7. Defendant, Gary Boggan, Administratrix of the Estate of Sybil Christine Silvio, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

8. Defendant, Gary E. Silvio, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

9. Defendant, Rebecca A. Wagley, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

10. Defendant, Donald J. Hays and Robb Clark, of Hays Utility South Corporation, A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process by serving its Attorney, Mills Shirley, L.LP. Charles P. Dunkel, Jr. Susan Price at 3 Riverway, Suite 100, Houston, Texas 77056

11. Defendant, Don Orahood, Director, of Birnam Wood Fairfax Homeowners Association, Inc whose registered agent is Williams ACMI Ventures, LP (dba ACMI) at 12603 Louetta Road, Suite 101, Cypress, Texas 77429.

12. Defendant, Michael O'Neal, Attorney, and may be served by process at 12337 Jones Road, Suite 300 Houston, TX 77070

13. Defendant, Harris County Water Control and Improvement District #136, and may be served by serving Ms. Regina Adams, c/o Radcliffe Bobbitt Adams Polley PLLC at America Tower, 2929 Allen Parkway, Suite 3450, Houston, Texas 77019.

14. Defendant, Williams ACMI Ventures, LP, may be served at 12603 Louetta Road, Suite 101, Cypress, Texas 77429.

15. Defendant, Assessments of the S.W., by serving Mr. Tommy Lee and David Patterson, who may be served by process at #5 Oaktree, Friendswood, Texas 77546

16. Defendant, Sears , whose registered agent is C T Corporation System and who may be served by process at 1999 Bryan Street - Suite 900, Dallas County, Dallas, Texas 75201-3136

17. Defendant Centerpoint Energy, whose registered agent is C T Corporation System and who may be served by process at 1999 Bryan Street, Suite 900, Dallas County, Texas 75201-3136

18. Defendant, Microsoft Corporation is licensed to do business in the state of Texas and may be served by process at Corporation Service Company dba CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218

19. Defendant, Yahoo, Inc., is licensed to do business in the state of Texas and may be served by process at CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136

20. Defendant, AT & T Corp. is licensed to do business in the state of Texas and may be served by process at CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136

21. Defendant, Verizon Wireless (VAW) LLC., is licensed to do business in the state of Texas and may be served by process at CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136

22. Defendant, Mortgage Solutions of Colorado LLC, is licensed to do business in the state of Texas and may be served by process at Corporation Service Company d/b/a CSC Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3136.

23. Defendant, Spring I.S.D. Tax Office, is licensed to do business in the state of Texas and may be served by process at Marianne C. Smith, CTA Assessor/Collector located at 16717 Ella Blvd, Houston, Texas 77090

23. Defendant, Purdue Brandon Fuller Collins & Mott LLP, is licensed to do business in the state of Texas and may be served by process at Jerry Shiever, Attorney at Law, in partnership with Purdue Brandon Fuller Collins & Mott LLP, 1235 N. Loop W. Suite 600, Houston, Texas 77008.

24. Defendant, Linebarger Goggan Blair & Sampson LLP is licensed to do business in the state of Texas and may be served by process at Linebarger Goggan Blair & Sampson LLP, 2700 Via Fortuna Drive, Suite 400, Austin, Texas 78746

25. Defendant, Howard Reiner, Attorney, is licensed to do business in the state of Texas and may be served by process at 3410 Mercer Street, Houston, Texas 77027.

26. Defendant, Stephen Rubin, Attorney, is licensed to do business in the state of Texas and may be served by process at 7322 S.W. Freeway, Suite 2000, Houston, Texas 77074.

27. Defendant, Monica Pettigrew Smith, Attorney, is licensed to do business in the state of Texas and may be served by process at 7314 Timberline Drive, Pasadena, Texas 77505.

28. Defendant, Harris County Appraisal District, is licensed to do business in the state of Texas and may be served by process at Harris County Appraisal Review Board, 13013 N.W. Freeway, Houston, Texas 77040-6305

29. Defendant, Rent-A-Center et al, whose registered agent is C T Corporation System and who may be served by process at 1999 Bryan Street - Suite 900, Dallas County, Dallas, Texas 75201-3136.

30. Defendant, Texas Department of Savings and Mortgage Lending, is licensed to do business in the state of Texas and may be served by process at Texas Department of Savings & Mortgage Lending Division of Licensing, 2601 N Lamar, Suite 201, Austin, TX 78705

31. Defendant, Tony Silvio, is a citizen of Texas, and is currently acting Deputy of Harris County, Texas, is legally responsible for the actions of his deputies. He may be served with process, by serving County Judge Ed Emmett at 1001 Preston, Suite 911, Houston, Texas 77002.

32. Defendant, Ronnie Silvio, Montgomery County, Texas, and is a Captain in the Montgomery County Sheriff's Office. He may be served by serving County Judge Craig Doyal at 501 North Thompson, Conroe, Texas 77301 Suite 401 - Fourth Floor of the Alan B. Sadler Commissioners' Court Building

33. Defendant, Michael Silvio, Montgomery County, Texas, and is a IAD in the Montgomery County Sheriff's Office. He may be served by serving County Judge Craig Doyal at 501 North Thompson, Conroe, Texas 77301 Suite 401 - Fourth Floor of the Alan B. Sadler Commissioners' Court Building

34. Defendant, Heather Silvio, Montgomery County, Texas, and is a Deputy in the Montgomery County Sheriff's Office. He may be served by serving County Judge Craig Doyal at 501 North Thompson, Conroe, Texas 77301 Suite 401 - Fourth Floor of the Alan B. Sadler Commissioners' Court Building

35. Defendant, Texas Comptroller of Public Accounts, is licensed to do business in the state of Texas and may be served by process in Austin, Texas 78711-3528

36. Defendant, Dowdell PUD c/o Myrtle Cruz, Inc. 3401 Louisiana Street, Suite 400, Houston, Texas 77002-0000

37. Defendant, EZ Pawn, A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process at 1991 F.M. 1960 West, Suite D, Houston, Texas 77090

38. Defendant, Cash America Pawn, et al. A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process at 1463 FM 1960 West, Houston, Texas 77090.

39. Defendant, Cypresswood Gun and Pawn, et al. A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process at 5653 Treaschwig Road, Spring, Texas 77373.

40. Defendant, Extra Space Storage, A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served at 25690 Interstate 45 Spring, Texas 77386

41. Defendant, United States Postal Service may be served by process at 2101 Wilson Blvd. Suite 600, Arlington, VA 22201-3078

42. Defendant, Hewlett Packard is licensed to do business in the State of Texas. They may be served by process at 3000 Hanover Street, Palo Alto, CA 94304.

43. Defendant, Internal Revenue Service they may be served by process at Department of the Treasury 1500 Pennsylvania Avenue, NW, Washington, D.C. 20220

44. Defendant, Office Depost Max , they may be served by process at 6600 North Military Trail, Boca Raton, FL 33496

V. CAUSES OF ACTION

1.KAREN KRISTINE SILVIO, PLAINTIFF brings this Complaint against the named conspirators predicated on Conspiracy to Violate 42 U.S.C. § 1983, Civil Action for Deprivation of Rights, Texas Penal Code Chapter 32 - Fraud on the Court Section 32.45, Texas Constitution, Texas Civil Practices and Remedies Code Sections 71.002-004, Texas Penal Code § 15.02. Criminal Conspiracy, and Amended Pleadings pursuant to Tex. R. Civ. P. 63., UTILITIES CODE: It is a felony offense to: Willfully violate the public utility regulatory act or Fraudulently obtain telecommunications services. Conspiring to disrupt public utility services. WATER CODE**:** It is a felony offense to: Willfully violate the regulations on water rates and services.Conspiring to disrupt public utility services. OBSTRUCTION OR RETALIATION: PENAL CODE - TITLE 8. OFFENSES AGAINST PUBLIC ADMINISTRATION - CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE - Sec. 36.06. OBSTRUCTION OR RETALIATION. Discrimination, Harassment and Bullying.

VI. UNDISPUTED FACTS

2. Sybil Christine Silvio, deceased, August 1, 2006, went to the Greenspoint Medical Center for her Dr's. Appointment, with Dr. Jeffrey Robert Kelley, M.D.D.O., on May 23, 2016, for her "regular" semi-annual checkup. She picked up her prescriptions on May 28, 2006 and again on June 7, 2006, that were unchanged from the medications previously prescribed, by her Dr.. Decedent called for Plaintiff to come home on June 7, 2006 and Plaintiff called Montie and Kevin Hyden (brother in law and nephew) to meet the ambulance there.

3. The ambulance medical team and the Dr's at the hospital both confirmed that there were no indications of heart problems. The Death Certificate, however, shows a five (5) year history of COPD and Congestive Heart Failure.

4. Decedent had Allergies and Asthma dated back as a child, however, the symptoms, medications and treatments are very similar to that of COPD. In review of Deceased prescriptions for Asthma there were some medications that she took that was for high blood pressure caused by her asthma. How can a person be diagnosed with COPD and Congestive Heart Failure for the last 5 years and yet has not been in a hospital for any related problems since 1988? Eighteen Years!

5. Decedent has not had any problems or attacks of any kind (asthma or otherwise) since 1988. She entered the Houston Northwest Hospital in 1995 with an intestinal flu and instead of getting better she ended up contracting C Diff (*Clostridium Difficile Colitis*) as a result of being in the hospital. Decedent had been in the hospital approx. 2 months when Dr. Siddiqui proposed a lethal injection at that time. Plaintiff informed Dr. Siddiqui and the Hospital Administration that she was going to lifelite Decedent to a hospital in downtown Houston. That being said Decedent, within just a few days, was much better and on her way home with Plaintiff. That would be eleven years ago. Listing these causes of death is a Conspiracy to cover up for this lethal injection that took her life. Had Plaintiff been made aware of their intentions, as opposed to keeping her in the dark, where Decedent's (her Mother's) health was concerned, she would be alive today.

6. Likewise, Decedent had never been prescribed any medications for Congestive Heart Failure. She took two medications for high blood pressure caused by asthma. Asthma is similar to COPD and could be a factor in heart failure. However, when one factors in that Decedent had not had any attacks in the past 18 years then it is safe to say that she did not just one day die of it, without having some kind of current symptoms. Plaintiff's Father died with Congestive Heart Failure in 1987. Her Father never went to the hospital that Plaintiff was not right there with her Mother and Father, spending every night in the hospital with them, never leaving their side. Plaintiff knows the symptoms of congestive heart failure. He passed away within 5 years of being diagnosed and every day was a painful struggle just to breathe. He could not walk from the front door to the mailbox without an oxygen tank. He would get out of the hospital and within 2-3 days he was right back in the hospital. For 5 years Plaintiff watched the slow death of her Father. Likewise, Plaintiff has two sisters with COPD – both have spent many weeks in the hospital as a result of it. It has taken the life of one Sister already.

7. Plaintiff does not believe that Dr. Siddiqui and Dr. Kelley, the Nurse that administered the lethal injection, or the Hospitals that allowed it all, agreed to commit this murder based on the orders of Jo-Lynn Boggan, alone. Plaintiff believes that the authorization had to have come from Judge Mike Wood, or Howard Reiner, Attorney, Monica Pettigrew Smith, Attorney or Stephan Ruben, Attorney, and in an attempt to throw Plaintiff off and keep her from pursuing a charge of murder against them was the reason Judge Mike Wood, et al., orchestrated such a mean and vile conspiracy, placing himself as the "Hub" in the " Conspiracy". Just as Plaintiff's siblings Attorney's did. Howard Reiner, Stephan Rubin and Monica Pettigrew Smith has advised them from the beginning.

8. Texas Law prohibits Euthanasia or Assisted Suicide. Euthanasia referred to as "mercy killing" is defined as an intentional act of taking or permitting the taking of a person's life, generally for health reasons. Assisted suicide is defined as a patient is given the means by which to take his own life. *Texas Health and Safety Code, Section 166.45-51* states that, in Texas, euthanasia is not condoned or authorized. Further, any act or omission that works toward a person's death is also illegal, except for allowing a person to die naturally without interference.

9. Decedent entered into the hospital as a result of a panic attack and should have been released to go home, instead within 60 days she was dead.

10. The Death Certificate does not show any terminal illnesses except for the "Rupture of Myocardium" - 15 minutes – which was caused by the lethal injection. *A "Rupture of Myocardium" is a laceration or tearing of the wall of the ventricles or atria of the heart, of the interatrial or interventricular septum, or of the papillary muscles. It is most commonly seen as a serious sequela of an acute myocardial infarction (heart attack)." Very Rare. A heart attack is not listed on the Death Certificate.*

11. Plaintiff, at Decedent's request, asked for a copy of all medications given, or to be given, to her Mother listed on the hospital charts. Plaintiff and her Mother, had already began the process of elimination when her life was taken by lethal injection. Decedent knew without doubt that someone was attempting to take her life.

12. Plaintiff has found in Decedent's purse five (5) list of her medications from the past to current. One of those lists was the chart Plaintiff had requested from the hospital. Sybil Christine Silvio had found the medications that had been added to the list of previous medications she was prescribed, prior to entering the hospital. Three of the "new" medications listed were Potassium Chloride, Sodium Chloride and Morphine, also known as the "three drug cocktail" for execution by lethal injection. Plaintiff and

Decedent had been determined to find out what was causing her health to deteriorate after taking her medications, and she found them. Unfortunately, too late.

13. In review of Sybil Christine Silvio's last 6 months of her life one would find that she was nowhere near, psychologically or physically, ready to die. Rather she was going to the stores for makeup and groceries, paying her bills, going to the Dentist, going to church and to her game days at church and going to get her hair and nails done on a weekly basis. This was her life, right up until going to her routine Dr's. appointment May 23, 2006.

VII. CONSPIRACY CONNECTION

The connection between the death of Decedent and this lawsuit is thru the relationship of Probate Judge Mike Wood, and Associate Judge Anne Patton Greene, presiding over the Decedent's Probate case and Constable Mark Herman and previous Constable Ron Hickman including a connection between Rebecca Wagley, sibling,(Jo-Lynn Boggan and husband Gary Boggan and Gary Silvio siblings) who was previously employed by the Harris County Sheriff's Office who came to know Constable Mark Herman and previous Constable Ron Hickman. Their Attorney's, Howard Reiner, Stephan Ruben and Monica Pettigrew-Smith who advised them both prior to probate, during and after.

Constable Mark Herman and previous Constable Ron Hickman to Michael O'Neal, Attorney representing Birnam Wood –Fairfax HOA, Director Don Orahood and ACMI, who met with, discussed, and agreed to transfer the contract between the Homeowners of Birnam Wood-Fairfax and Constables of Precinct Four to be between Hays Utility South and Constables of Precinct Four without notification and/or authorization from the homeowners of Birnam Wood Subdivision. **SEE ATTACHED EXHIBIT "A"**

Then the obvious connection of Harris County Water Control and Improvement District #136, Assessment of the Southwest, Purdue Brandon Fuller Collins & Mott LLP, and Linebarger Goggan Blair & Sampson LLP, taxing authorities and the Harris County Appraisal District as well as Dowdell PUD and Texas Comptroller of Public Accounts.

Further pleading, Greg Pavlicek, employee of Centerpoint Energy and Board Member to Hays Utility South who was successful in orchestrating the problems mentioned at Plaintiff's home and the incident at Sears where Plaintiff was attempting to purchase several appliances.

Further pleading, Plaintiff experiencing computer crashes in 2014, 2015 and threatened by Microsoft in 2016. Plaintiff received a letter confirming that her email account was hacked into putting her and her clients at great risk and Verizon, who has now acquired Yahoo, whom she had a business cell phone with for over 20 years, disconnected and released to another place of business without Plaintiff's authorization thereby putting Plaintiff in great financial difficulties not to mention giving her Clients, she had worked to obtain over the past 20 years, over to that of another. **SEE ATTACHED EXHIBIT "B"** AT&T whom she was forced to have a Lawyer call to address the constant harassment and to inquire as to the invoices received, that were consistently in error, with charges imposed against her for items she did not request.

Further pleading, Plaintiff learned that the problems she had been having for several years, which first began with America's Premier Mortgage, Pam Allee and Tom Schmidt, with whom Rebecca Wagley and her daughter Jodi Wagley, worked together at Quotemearate.com, including Jo-Lynn and Gary Boggan's long term connection and relationship with Plaintiff's client, Evelyn Doss, that contributed greatly by conspiring in the delays in getting her clients closed (she is a Mortgage Broker), and later Plaintiff would find, on the 23rd of January, 2017, was due to a connection between her Representatives with Mortgage Solutions and Don Orahood, HOA Director for Birnam Wood Subdivision and Board Member with Hays Utility South which may also include her siblings as well . **SEE ATTACHED EXHIBIT "C"**

Plaintiff turned all this into the Texas Department of Savings and Mortgage Lending and was surprised when they did nothing. However, later, the Texas Department of Savings and Mortgage Lending suspended Plaintiff's license for late filing of reports. They, along with NMLS, made claims of filing a lien against Plaintiff even though she proved, with a letter from the Post Office, that there were problems in receiving her mail. Plaintiff paid the $1,400.00 lien, even though she greatly disagreed, and her license was withheld an additional six (6) months without cause. NMLS also joined in by changing their definition of the validity of the license in the beginning of the year. Plaintiff's license were held for almost a year for a lien that she never received and lead to believe by NMLS that no problems existed. **SEE ATTACHED EXHIBIT "D"**

Later Plaintiff realized the connection between the Texas Department of Savings and Mortgage Lending when Ronnie Silvio made the comment to her about her license being suspended. There was no reason that Ronnie Silvio should have known this information. This comment was at the same time that he made Plaintiff aware that Tony Silvio(with Harris County Sheriff's Dept). had everything to do with her personal belongings that came up missing with Cash America Pawn, EZ Pawn, Extra Space Storage and her gun at the Cypresswood Pawn and Gun Shop. Plaintiff had been in constant contact with each shop and went in to make her payments when she found that everything had been sold. Plaintiff realized thru his other comments that his problem went back to a mortgage loan that Plaintiff attempted to make for Michael and Heather Silvio, (IAD with Montgomery County Sheriff's Dept and Conroe Police Dept.) his son, and could not due to the W2 forms submitted as income.

VIII.CONSPIRACY AND CONVERSION - 2010

Plaintiff has amended her pleadings to include all necessary parties above that have conspired between themselves to engage jointly in the unlawful and criminal overt acts of discrimination, harassment, abuse and bullying, and all other claims listed, against Plaintiff in this lawsuit. Adding the parties and claims to this ongoing lawsuit is necessary in order to award "complete relief".

On two separate occasions, as early as 2009 and again June 2015, Plaintiff was harassed by David Patterson with Assessments of the Southwest, as mentioned in her Original Petition, attempting to deny her water due to unpaid water tax, for one year, as a result of the ongoing property dispute surrounding Decedent's probate lawsuit. The same with Attorney, Otilia Gonzalez, at Purdue, Brandon, Fuller, Collins & Mott LLP who, in previous years, would summon Plaintiff to court over water taxes or school taxes repeatedly, when she was filing motions for a plea of abatement, as her family was still in probate court. Plaintiff repeatedly called Spring ISD Tax Office to inquire about the taxes and after several days, and many calls she was then informed that the taxes had already been paid by Genesis Tax Solutions, a company having no authority to do so. A summons to court, for water and school taxes, unnecessarily, contributed to Plaintiff's financial condition as she was self employed, as a Mortgage Loan Officer. Plaintiff experienced the same like problems with Linebarger Goggan Blair & Sampson, LLP who would continue to invoice Plaintiff for taxes, on a building that she once office'd out of, for taxes that she did not owe, as per Plaintiff's conversation with the appraisal district. **SEE ATTACHED EXHIBIT "E"**
Both of these instances not only contributed their share of constant harassment but also contributed to the conspiracy to cover up the murder of her Mother and to conceal the stroke Plaintiff had on the witness stand in the Probate Court, by causing constant confusion and threats of denying her water, extra charges and penalties, etc.

The probate trial ended December, 2009 in which Plaintiff appealed and was awarded the property via Deed and Assignment of Deed by Chief Justice Sherry Radack in the First Court of Appeals, April 2012. **SEE ATTACHED EXHIBIT "F".** Thru this action Judge Mike Wood lost jurisdiction however, he continues to overstep his power and authority, by attempting to remove Plaintiff from her property, causing disputes and arguments between Defendant's and Plaintiff in an effort to keep Plaintiff from pursuing a wrongful death suit against him, Defendant's, their Attorney's, the Dr's, and Hospitals for the murder, by lethal injection, of Decedent, Sybil Christine Silvio. Just as Plaintiff's siblings were able to go to the Harris County Appraisal District and change the name of ownership to include themselves, in 2015 – long after 2012 when Plaintiff was awarded the property. **SEE ATTACHED EXHIBIT "G".** Plaintiff attempted to question the Appraisal District on who in their office allowed this change and was prohibited from finding out this information and was also prohibited from correcting it. Unless she was willing to go to their office and bring the proper information to do so. Once again, taking her from her job. However, this year 2017, when Plaintiff was served with a tax lien she has also been sent notice of how to correct the ownership information and must do so, within a certain date, by just completing a form, or she will lose her homestead exemption. Why wasn't she given this opportunity when she called? Now is it being provided so that her siblings have the ability to take ownership of the property as a result of a tax lien? Whomever her siblings are working with in this office and conspiring with needs to be removed – perhaps other property ownership games are being played. As a result, Plaintiff's siblings should be required to pay the amounts she lost in the exemption as a result of her illness that kept her from the ability to go to the Appraisal District.

On January 29, 2010, within 30 days after the probate trial ended, Hays Utility South began work to repair a main water line leak. They negligently began in Plaintiff's yard at 23106 Naples Drive, Spring, Texas, 77373. Their negligence was as a result of failing to read the survey that would have revealed that the line was in her neighbors yard, as fully explained in her original petition.

As a result of the massive hole that was dug, at the negligence of Hays Utility South, Plaintiff's five 80' to 100' Pine Trees began to die, within the next two years. This caused a constant harassment by the HOA Director, Don Orahood, who eventually had Michael O'Neal, Attorney representing HOA and ACMI, Management Company for HOA, file a lawsuit against Plaintiff regarding the dead trees. Don Orahood, also a Board Member of Hays Utility South and Harris County WCID #136 would refuse to agree to pay for the damages caused by the negligence of Hays Utility South and Harris County WCID #136 to Plaintiff's property. At the same time, Don Orahood, acting as HOA Director for Birnam Wood Subdivision, was sending her threatening letters to remove the dead trees via ACMI and at the approval of Michael O'Neal, Attorney representing the HOA and ACMI. This is when Plaintiff was informed that Don Orahood had also transferred the Contract between the homeowners of Birnam Wood-Fairfax and the Constables of

Precinct Four to Hays Utility South, without authorization or discussion with the homeowners. This is a conflict of interest. **SEE ATTACHED EXHIBIT "H".**

Plaintiff was recently informed by Tracy Scott with Dowdell PUD, that there are funds owed to her by Harris County WCID #136 on a deposit refund from February 23, 2009 on 23102 Naples Drive. Since 2014, and every year thereafter, Plaintiff has sent an extreme amount of paperwork proving that she is the owner of 23102 Naples Drive, however, the Texas Comptroller of Public Accounts refuses to release the funds to her as a result of the errors made by Attorney, Regina Adams representing Harris County WCID #136, according to Tracy Scott, Dowdell PUD. Plaintiff has had ongoing conversations with Attorney Adams as late as February 2017, unfortunately the only advice that Attorney Adams has for Plaintiff is to send more documents to the Texas Comtproller of Public Accounts even though she is fully aware that she is the one that needs to make the necessary corrections in order for Plaintiff to received money that is owed to her, thus far, for eight (8) years. **SEE ATTACHED EXHIBIT "I"**

In 2009 Plaintiff filed her tax returns thru a Neighborhood program. She was assigned a man that had previously worked for the IRS, or so she was told. Before she knew it the money that she should have received for overpayment she never received. She went to the office of the Neighborhood program and they apologized saying that he was let go because he had been caught doing this. To go to the IRS for assistance. Plaintiff went to the IRS in 2014 (after several years of waiting and talking on the phone to the IRS) the IRS assisted her and made sure that all tax returns were brought up to date and completed and Plaintiff was to receive approximately $13,000.00. The Houston IRS then sent the tax returns to the Dallas IRS and they called Plaintiff and said they received everything but nothing was completed. So Plaintiff sent them copies she had obtained. To this day Plaintiff has still never received her refunds. **SEE ATTACHED EXHIBIT "J".**

From 2012 to 2016 Plaintiff has had problems receiving her mail from the Post Office on Wunche Loop. She has talked with several at the post office and they seemed oblivious to everything. Plaintiff finally reached the Post Master and she said that she would receive her mail and she took care of the problem never telling Plaintiff what the problem was. Shortly after this Plaintiff was cursed out by her Post Man. Plaintiff went back to the Post Master and again she apologized about this and said she would take care of it. Plaintiff began to research and found that a lady with the last name of Hickman had worked for that Post Office and had just recently been transferred. Plaintiff then received a very large box of mail that had been kept by the Post Office in early 2015. For a while now Plaintiff has had no problems until the new year (2017) and Plaintiff is now realizing that she is not receiving her mail again as she should. **SEE ATTACHED EXHIBIT "K".**

In 2012 Plaintiff realized that she was not receiving her mail on a daily basis, if at all. She found that most of what she should have been receiving from the Courts, the IRS and other legal entities was not being delivered. Although Plaintiff inquired with the Post Office she continued to receive denials. In 2016 she received a large box from the Post Office full of mail that she had never received.

On July 11, 2015 Plaintiff would receive a call from Robb Clark, Manager for Hays Utility South, regarding a "major" water leak, in her front yard. However, it was on this very day that Plaintiff and 2 friends were moving heavy furniture into her home, stepping within the perimeters of her water meter, which is where he indicated the leak was coming from. As per her ongoing conversations with Robb Clark he said he was "required" to turn the water off until the leaking pipe was repaired, which so far as Plaintiff is aware, he did. For the next three days Plaintiff, as a result of no water, was forced to bring water in from another source, outside of her home. Therefore, Plaintiff was confused and shocked when she received an invoice for $923.00 for water when it was supposed to be off. Based on these facts Plaintiff refused to pay the water bill. Unfortunately, her water remained off for the next three months while she was steadily calling for Donald Hays and receiving no return calls. Her last message was left with Robb Clark. **SEE ATTACHED EXHIBIT "L".**

September 2, 2015 was the beginning of an ongoing problem with Centerpoint Energy which Plaintiff was informed by an employee of Centerpoint Energy that Greg Pavlicek, (also a Board Member of Hays Utility South), was part of this electrical problem of an attempt to burn down Plaintiff's home. Listed below is a contrast between games played by Hays Utility South, the HOA (Don Orahood, Director, represented by Michael O'Neal, Attorney, and ACMI Management for HOA) and Centerpoint Energy who have conspired in harassing and bullying Plaintiff, abusing her and her property: **SEE ATTACHED EXHIBIT "M".**

A. On September 2, 2015, Plaintiff experienced power surges and loss of electricity, to her home, and called Centerpoint Energy. They came out, checked and reported that she would have to replace her breaker box. From September 2, 2015 until May 14, 2016, Eight (8) months, Plaintiff had only partial electricity flowing through her home. She was unable to use electrical outlets higher than 150 amps which meant no hot water heater, no washer/dryer, no stove/oven, no refrigerator etc.

On September 8, 2015, she was invoiced $923.00 for this "alleged gushing water leak" by Hays Utility South Corporation. Having witnesses that there was no water leak and as a result of her conversation with Robb Clark stating that he was required to turn her water off, Plaintiff refused to pay this invoice and from September 29, 2015 until December 22, 2015 Plaintiff was denied water to her home. (Please keep in mind that Plaintiff had just had to go without water for 8 months just 5 months prior to this). As stated in her original petition, Plaintiff was informed by Robb Clark, Client Manager of Hays Utility South, that the pipe that required repair, was her property and therefore she would need to call a Plumber to repair her pipe. He informed her that her water would be turned off until the pipe was repaired. Plaintiff called Robb Clark, on the evening of the 3rd day, to inform him that her Plumber would be at her home the following morning to repair the pipe. However, when her Plumber arrived at 9:00 a.m. he found that her pipe had already been repaired, in the middle of the night, as admitted by Robb Clark. Plaintiff's pipe that was repaired was taken off her property prior to inspection by Plaintiff's expert plumber. **SEE ATTACHED EXHIBIT "N".**

B. On May 17, 2016 Plaintiff notices a Centerpoint Energy worker in her backyard. (Please note that is only 3 days after the breaker box was repaired in "A" above). At approximately the same time her power surged, once or twice. Plaintiff stepped out into her patio, asked if there was a problem and he said he was there to see why she had no electricity. Plaintiff corrected him that she did have electricity. He argued and asked her to step over to the meter and he would prove it and she invited him into her home for the experience of seeing it for himself. Then he asked Plaintiff if she knew a "Greg Pavlicek". Plaintiff answered "no why?" He said "he is on the water board for the Harris County WCID #136." Plaintiff said "and?" He said " I was just wondering if you knew him that's all". Nothing else was said. Plaintiff would later find that Greg Pavlicek was not only on the Water Board for Hays Utility South but he also worked for Centerpoint Energy, as a Journeyman. **SEE ATTACHED EXHIBIT "O".**

The worker then went behind her neighbors fence and came back telling Plaintiff that her underground electrical wires is what caused her to lose power (Plaintiff had not lost power) stating "therefore this will all have to be replaced." Plaintiff explained that Centerpoint had previously said it was the breaker box. Therefore, Plaintiff had the breaker box completely restored and the job was completed, by her Electrician, on May 14, 2016. Now, 3 days and $850.00 later, Centerpoint Energy *happens* onto her property, *unannounced, unsolicited* and attempting to prove that Plaintiff was without electricity when she was not. Further diagnosing "the problem" to be that of her underground wiring system which is an expense somewhere in the vicinity of $3,500.00.

"Kevin" said he worked out of the Humble, Texas office and left Plaintiff his name and employee number. Plaintiff asked "Kevin" who called him to her home and he said that the "smart meter" had alerted him. It has been confirmed with Centerpoint Management that this would not be possible. Replacing the underground electrical wiring is a major expense, therefore, Plaintiff was forced to sign a contract with Centerpoint Energy to have an above ground electrical bypass installed costing her $261.00 per month (over and above her monthly electrical charges) until the underground electrical wiring was replaced. Since "Kevin" cut off her electricity, while on sight, giving Plaintiff no warning and no other choices, in fact, refusing to allow the electricity to continue as is, until she could at least get another opinion, Plaintiff had no alternative but to sign the agreement.

On May 28, 2016, Plaintiff purchased appliances from Sears and during the end of the transaction, the electricity began to surge so much that the transaction could not be completed and

Plaintiff had to return the next day to sign the bill. Then when her refrigerator was delivered, instead of hooking up the water/ice, they pinched the pipe causing the water to pour out onto her wall for 4 months, as she continued to call Sears dozens of times to report that it was not in working order. Having had several conversations with so many in the Sears store over this ongoing issue, Plaintiff was made aware that the surge of electricity on the day of her purchase, was as a result of a game played against Plaintiff by Greg Pavlicek and "Bill" the Mgr of the Sears Store. She was also informed that Acceptance Now, who was only at Conn's Appliance next door to Sears, ***was staged*** at Sears on this day, knowing from previous conversations that Plaintiff would be in the store because of the BIG SALE on May 28, 2016. **SEE ATTACHED EXHIBIT "P".** As a result of the serging electricity and having to come back the next day for receipts, etc Plaintiff never received any documentation of her purchase and now finds that she owes $2,000.00 est more then she did when she originally purchased. They were never at "Sears" only for Plaintiff's specific transaction. Further pleading, as a result of this "game" Plaintiff's wall and cabinet is molded and mildewed and needs to be replaced. Sears has sent out 5 different men to Plaintiff's house to assess the damages. In recent conversation with Emma Compos, Sears, she stated the delivery service was not a part of Sears even though they answer their phone "Sears" and their ID caller is "Sears" and the delivery service is wanting to send out another person to assess the situation even though the last 3 men were sent by the delivery service she is making reference to. Plaintiff explained that she was a previous rape victim and was not comfortable with any more people coming to her home and she was informed by Ms. Compos that she was not concerned with Plaintiff's personal life that everyone has bad and good things happen in their lives and Plaintiff just needs to get over "It". The invoice to make the repairs is attached. **SEE ATTACHED EXHIBIT "Q".**

November 26, 2016, Plaintiff noticed dryer lent coming up the side of her wall and peered over the dryer to find her floor filled with lent as a result of Sears never hooking up the hose, she was required to purchase and pay extra for the hose if she was expecting installation at the time of delivery. Plaintiff now realizes that this is the reason for her constant cough and shallow breathing and the reason her dogs are also coughing. This dryer is located in her utility room which is right off the kitchen and living room, with a semi-open floor plan which makes it possible for this heat and lent to go thru the entire house. Plaintiff ended up having to go to the Dr's office with Bronchitis and an infection and was very sick for 2 weeks. Then again to the Dr as a result of the infection not being completely clear. Plaintiff purchased a freezer, washer, dryer and refrigerator and is now concerned that none of them are working properly, which could also cause a low life expectancy of each appliance. As of February 1, just 9 months after her purchase, she has found that the motor of her ice maker in her new refrigerator is out.

C. On June 19, 2016 at 10:40 p.m. Plaintiff's electricity went off. Plaintiff finding that no one in the subdivision was without lights but her, called Centerpoint Energy. A Centerpoint worker arrives at approximately midnight, speaks to Plaintiff saying "I bet you didn't even know you were without electricity". Confused by the comment, Plaintiff responded that "yes she did, that she was the one that requested he come out". A couple of hours later Plaintiff is still without electricity and goes outside for status and all her equipment is off her house and laid out on the ground but the Centerpoint Energy worker had left. She called Centerpoint Energy to find there were no records of her call regarding her outage and the Centerpoint Energy worker, they sent out, found that whatever happened caused her house to catch on fire which was the reason her equipment was laid out on the ground. Plaintiff had to partially move out of her home for two days, into a hotel, and was instructed by Centerpoint Energy that since this was her property it was her responsibility to have an Electrician come out and now replace the "meter can" that holds all the wiring from the underground electrical bypass wiring (or now in Plaintiff's case the meter can was holding all the above ground bypass electrical wiring that belongs to Centerpoint Energy) the meter can also holds all the electrical plugs and wires from the breaker box that had been replaced as well. Everyone that Plaintiff continued to speak with continued to state that she had never placed a call for service but that they just "sent" someone out on their own regardless that she kept assuring them that her call had been recorded by her. Plaintiff never found out the reason for this detail unless it was people connected to "Kevin" to prove that the smart meter did notify them, which she once again verified that this was an impossibility by their upper Management.

However, before Plaintiff could reach her Electrician to come out and replace the "meter can", Centerpoint Energy had their own Electrician come out and replace the meter can themselves, taking Plaintiff's old meter can (her property), with them, prior to inspection, by Plaintiff's expert electrician. The same act as Hays Utility South and/or Harris County Water Improvement District #136 had done with their plumber on this "alleged gushing water leak".

Currently there is an investigation pertaining to the electrical issues since, the same problem occurred even after the breaker box was restored, and after the above ground bypass was installed and the house caught fire, which only occurred after Centerpoint Energy appeared on the property, mentioning the name of Greg Palvachek, Journeyman for Centerpoint Energy and Board Member with Hays Utility South/Harris County Water Improvement District #136, unsolicited and unannounced.

D. On Friday, July 22, 2016, Plaintiff finding Defendant Hay's Utility South's Technician "Eugene" in front of her home sitting in his truck therefore she stopped to ask if there was a problem in which he, "Eugene," replied "no that he had only stopped to use his phone". However, Plaintiff, and a friend that accompanied her, then realized that her cover to her meter had been removed and was in the back of "Eugene's" truck. When Plaintiff questioned "Eugene" about this to be sure there was no problem with her meter etc., he responded that he was not sure how the cover to her meter had ended up in the back of his truck but assured her there was no problem with her water or meter or pipes or anything.

Later on the same day, July 22, 2016, at approximately 4:30 – 5:00 p.m., Plaintiff would receive a termination notice of her water from Defendant, dated July 19, 2016. Plaintiff knowing she had made her June payment, knew this must be a mistake and proceeded to contact Defendant's office for clarification, however, due to the time, found their office to be closed.

She then placed a call to Defendant's Client Manager, Robb Clark, who proceeded to tell her to pay the bill but to take it up with the office on Monday and he too would look into it on Monday morning. Unfortunately, as Plaintiff explained this was impossible as she was waiting for a deposit to clear her bank before she could use the funds in her account. This deposit was originally held up due to a delay in getting a loan closed and funded with Mortgage Solutions, Lucy Devore, Representative whom Plaintiff has recently found to be linked to Don Orahood, HOA Director of Birnam Wood Subdivision and Water Board Member with Hays Utility South and Harris County WCID #136.

Later she realized that the bill in question is one she had yet to receive. Once the bill was faxed to Plaintiff, by "Ashley", there were increases on several fees that were questionable and, to date, has been unable to get both "Ashley or Jessica" at Hays Utility South Corporation to explain them to her. Plaintiff also left message on the same day for Robb Clark for explanation of the charges, however, he has never returned her call.

Plaintiff explained her dilemma to Ashley (about the problem with her bank) and that she was glad to have the 10 days notification time to take care of it. The termination letter was dated July 19, 2016. However, Ashley wanted to allow Plaintiff an extension of two (2) days, explaining that they do allow a one time, per year, extension to everyone. Plaintiff gratefully accepted this but pointed out that an extension would not be necessary given the fact that she is allowed an automatic 10 days notification from the date of the Termination Letter, pursuant to Texas Administrative Code. Ashley asked Plaintiff to hold and returned to inform her, that per her conversation with Robb Clark, Plaintiff is required to pay the $87.00 (est.) by 4:00 or her water would be cut off the next morning at 8:00 a.m. Plaintiff questioned her about the 2 days extension time and/or the 10 day notification time but she was informed that according to Robb Clark she was not entitled to either.

Plaintiff then received a call from a person at the Texas Commission on Environmental Quality, that was attempting to assist Plaintiff by talking with Hays Utility South Corporation, she said that according to her conversation with "Ashley" they were acting in accordance with the instructions of the Clerk of the Court in denying Plaintiff water. Plaintiff called and spoke with Ms. Evelyn Palmer, Clerk of the Court, who stated that she had spoke to no one and gives no one directives.

Plaintiff was not allowed to have 10 days notification or a 2 day extension. Plaintiff's water was turned off at 4:00 and Plaintiff paid the water bill the next morning and was charged $300.00 for an $87.00 water bill. According to the conversation with Ashley she was discriminated against where the 2 day extension is "normally" offered to everyone and was also discriminated against according to the Texas Commission on Environmental Quality and per the Public Utility Commission as well. Plaintiff has attached a copy of her disconnect notice. **See Attached Exhibit "A".**

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Administrative Code	
TITLE 30	**ENVIRONMENTAL QUALITY**
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 291	UTILITY REGULATIONS
SUBCHAPTER E	CUSTOMER SERVICE AND PROTECTION
RULE §291.88	Discontinuance of Service

(a) Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A) the words "termination notice" or similar language approved by the executive director written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges;

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the executive director;
(D) the intended date of disconnection;
(E) the office hours, telephone number, and address of the utility's local office;
(F) the total past due charges;
(G) all reconnect fees that will be required to restore water or sewer service if service is disconnected.
(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:
(i) that failure to pay past due sewer charges will result in termination of water service; and
(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PUBLIC UTILITY COMMISSION OF TEXAS -- Water and Sewer Substantive Rules

Chapter 24 Rules - SUBCHAPTER E – CUSTOMER SERVICE AND PROTECTION CHAPTER 2

4. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS .

Subchapter E. CUSTOMER SERVICE AND PROTECTION.§24.88-1 effective 9/1/14 (P 42190) §24.88. Discontinuance of Service. (a)Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A)the words “termination notice” or similar language approved by the commission written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges,

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the commission;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility’s local office;

(F) the total past due charges;

(G)all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

October 2016, in conversation with her neighbor Plaintiff was made aware that as a result of him not making his payment for the previous two (2) months his water was turned off. However, Robb Clark agreed to waive all late fees and turned his water back on immediately, as per the instructions from the Board Members. At the same time Robb Clark, took it upon himself to come over and turn his water on, and in the process discovered a water leak. Robb Clark then proceeded to dip the water out of the meter box for about 45 minutes but could not find the leak. Plaintiff's neighbor waited seven days for Robb Clark to send their technician out to determine the fault of the leak and found that the leak was not from Hays Utility South pipe. Therefore, Plaintiff's neighbor called a Plumber who repaired the pipe for $300.00 (3 different leaks). According to Robb Clark and Plaintiff's neighbor, Robb Clark said not to worry that he would make sure he also received a credit to assist him in the payment to his Plumber, knowing that the faulty pipe lied with Plaintiff's neighbor's pipe and not with Hays, however, they reimbursed him $86.00 anyway.

Plaintiff called Robb Clark about this reminding him that she, unable to work full time, due to being in need of three surgeries, was treated very differently and he said that he does not turn water off and on for customers and Plaintiff reminded him of all the water he had dipped out of her neighbors meter and all he had done for him, and he said it was not the same and hung up in her face. This is gender discrimination.

Plaintiff has experienced extreme problems with her computer, landline, cell phone calls, etc. At one time she even had to have a Lawyer call AT&T. She has complained to her network provider AT&T and currently Verizon Wireless. Although they all denied this was happening she knew without doubt that her computer was being hacked into, her telephone calls were being redirected and she was being charged over and above what her costs should be. Verizon Wireless even went so far as to disconnect the cell phone she used in her business for 20 + years and gave her phone number to another place of business. Plaintiff called many times trying to get the number back as a result of their mistake, but they refused. This contributed greatly to her financial problems.

Further pleading, she held a conversation with Management for Microsoft that admitted to the invasion. In January of 2017 Plaintiff called Microsoft to attempt to find out about some changes made on her computer that she did not make and this person convinced Plaintiff that he would need to remote into her computer to fix the problems and it would be free of charge. So she allowed this. At the end of the procedure he asked Plaintiff if she had a flash drive with enough space to hold everything on her computer. She said no. He advised her to buy one and that he would be off the next several days but in the first couple of days of February he would reappear to restore her computer to manufacturers state and he said because it may crash on you!!! We hung up and within days Plaintiff was working and watched at the bottom of her computer the numbers grew to 87% up to 100% thru her Microsoft One Drive - someone had just downloaded her entire computer! She called Microsoft and they denied it all. This person forgetting that he had left a remote tablet, bearing his name, on her computer which she copied and that when he called her back she has the phone number, date and time from her cell phone statements.

On December 7, 2016, she has now received a letter from Yahoo Management (recently acquired by Verizon) admitting there had been an interference by outside parties into her computer getting her banking information, passwords, clientele information etc. Just this passed year alone Plaintiff has had over $3,000.00 stolen from her bank account as a result thereof.

As a result of the virus' that have attached from Microsoft and Yahoo Plaintiff's All in One was damaged and she replaced it with HP All in One. However, it was not long before her line was disconnected and had to remote in a tech support crew with HP to reconnect. The second time that Plaintiff had to have HP remote into her computer it was different then the first time. The first time only took about 30 minutes to reinstall but the second time Plaintiff was told by the "Supervisor" that another person in his office was going to reinstall it and when this person came into the computer he was all over the computer and nothing Plaintiff said was stopping him – there were virus warnings coming up everywhere – he was in her computer for over 5 hours which Plaintiff can prove. Plaintiff has approached HP on several occasions about this and is getting no help in an investigation. This past week HP said that they would extend the warranty on her HP and give her more boxes of ink if that would help however, the issue is the virus in Plaintiff's computer and the fact of all the information and data that was stolen – all of the information for her clients and her own personal information such as drivers license numbers, social security numbers, credit card and banking information. Plaintiff has attempted to get into contact with HP Corporate but she is stopped every time she makes a call. Plaintiff did receive a call from a Supervisor that did not end well when she informed Plaintiff that they would be taking $135.00 from her bank account for running over 6000 copies in 2 months, which just did not happen. Plaintiff told her not to do that verbally and in an email however, she did so anyway. **SEE ATTACHED EXHIBIT "R".**

When Plaintiff had exhausted all avenues of trying to reach someone at the corporate office of Hewlett Packard she began trying to call Office Depot where she purchased the machine. On March 15, 2017 she received a call and email from a Sr. Consumer Advocate that immediately offered to take the machine back and credit Plaintiff's account, even though it was months passed the cut off date, however, Plaintiff explained that the machine was not the problem. The problem was the fact that someone either with HP or they allowed another to hack into her computer when she had called as a result of the "wireless" machine had become "uninstalled". This act compromised her confidential information in her computer of her personal information and that of her clients. As a result Plaintiff would have to inform all clients that their confidential information had been compromised so they can secure themselves which will then compromise Plaintiff future business, referrals and may possible cause her lawsuits not to mention tainted her reputation. She had a Manager call Plaintiff with this new information, which did not go well and Plaintiff has heard from no one since. **SEE ATTACHED EXHIBIT "S".**

Unfortunately, Plaintiff has had major problems getting her loans closed as a Mortgage Broker. She has been using Mortgage Solutions of Colorado, LLC and has excellent financially sound clients. However, every loan has taken her 60 to 90 days to close. Pushing her to the point of not being able to get her bills paid or just to work on other deals for constantly having to appease the Lender when approval was already obtained from FNMA.

Plaintiff has known Ms. Devore since 2011 when she worked with her at Calibur Funding. At Calibur Funding Plaintiff had three (3) loans with Ms. Devore that was also extremely difficult getting them closed and should not have been. There was such confusion and problems that, Plaintiff was told that Ms. Devore was no longer with them. Not long after this Plaintiff met Ms. Devore for lunch where she confirmed that she had been let go but that none of the problems were her fault. Plaintiff believed her.

In 2016 Ms. Devore emailed Plaintiff to let her know that she had gone to work for Mortgage Solutions and Plaintiff began sending her business. The very first loan Plaintiff was told by the Manager Steven Chavira that the loan would be rejected per the FNMA guidelines. Plaintiff, finding this hard to believe, called FNMA and confirmed that this was not correct. The loan went on to closing. With every loan Plaintiff has experienced the same like delays that would delay the loan from closing for 2-3 weeks if not months. The four people have been Steven Chavira, Daryl Muck, Underwriter, Lucy Devore, Representative and Melissa Stevenson in the conditions department.

On January 23, 2017 Plaintiff, stumbling across Lucy Devore's LinkedIn found that we had a mutual connection, Don Orahood with Hays Utility South. Plaintiff then went into Don Orahood's LinkedIn and found three of the four people on his LinkedIn and other Representative connected to loans and Lenders that she had very similar problems in the past. Don Orahood is the person that is conspiring to delay her loans from closing to discredit her. **SEE ATTACHED EXHIBIT "T".**

IX. REQUEST FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION

Plaintiff seeks a Temporary Restraining Order to enjoin Defendants or any of their agents, employees, representatives or assignees from entering and taking possession of the use of Plaintiff's water or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property;

Plaintiff request that this Court grant her a plea of abatement on all taxes as a result of her siblings being allowed to add their names to her property unlawfully located at 23102 Naples Drive, Spring, Texas 77373 and from her HOA dues as first, she is owed more than $2,000.00 for the last 5 + years and as a result of her siblings unlawful entry into the records.

Plaintiff request that Hays Utility South and Harris County WCID No. 136 be held responsible for their slander and defamation of character by Don Orahood. They must be held responsible for the business this has costs her and her relationships with her Lender sources. No one should have the right to bring harm to someone's only source of income and to cause her to be unable to pay her bills, utilities, taxes and for food and living expenses. Plaintiff has no one to depend upon for income other than herself and the business and career she has worked on all her life to have Don Orahood come and destroy it so that he may be able to put her out of her home and purchase it for himself as he has others in the subdivision that he has participated in the loss of their financial support.

Plaintiffs' application for a Temporary Injunction is authorized by Texas Civil Practice and Remedies Code because irreparable injury is threatened, irrespective of any remedy at law.

X. DAMAGES

Texas appellate courts have defined a cause of action as plaintiff's primary right to relief and the defendant's act or omission that violates that right. *Krchnak v. Fulton*, 759 S.W.2d 524, 526 (Tex. App.--Amarillo 1988, writ denied) (citing *Stone Fort Nat'l Bank v. Forbes*, 126 Tex. 568, 91 S.W.2d 674, 676 (1936)). The right to a remedy for an injury is a constitutionally protected right.Tex. Const. art. 1, § 13 (All courts shall be open, and every person for an injury done him, in his lands, goods, person or reputation, shall have remedy by due course of law).

Plaintiff will prove with credible evidence the following elements of recoverable damages: all economic damages caused by the Defendants; exemplary damages; additional damages authorized by the DTPA and Texas Insurance Code because the Defendant's conduct was done knowingly and Intentionally:
mental anguish; interest pre-judgment and post-judgment interest at the highest rate authorized by law: court costs and expenses. Plaintiff requests judgment for these elements of damages, to compensate for past damages, present damages and damages expected in the future.`

XI. CAUSE OF ACTION:

CONSPIRACY:

PENAL CODE - TITLE 4. INCHOATE OFFENSES - CHAPTER 15. PREPARATORY OFFENSE

Sec. 15.01. **CRIMINAL ATTEMPT**. (a) A person commits an offense if, with specific intent to commit an offense, he does an act amounting to more than mere preparation that tends but fails to effect the commission of the offense intended.
(b) If a person attempts an offense that may be aggravated, his conduct constitutes an attempt to commit the aggravated offense if an element that aggravates the offense accompanies the attempt.

Sec. 15.02. **CRIMINAL CONSPIRACY.** (a) A person commits criminal conspiracy if, with intent that a felony be committed:
(1) he agrees with one or more persons that they or one or more of them engage in conduct that would constitute the offense; and
(2) he or one or more of them performs an overt act in pursuance of the agreement.
(b) An agreement constituting a conspiracy may be inferred from acts of the parties.

Sec. 15.03. **CRIMINAL SOLICITATION**. (a) A person commits an offense if, with intent that a capital felony or felony of the first degree be committed, he requests, commands, or attempts to induce another to engage in specific conduct that, under the circumstances surrounding his conduct as the actor believes them to be, would constitute the felony or make the other a party to its commission.

UTILITIES CODE:
It is a felony offense to:
Willfully violate the public utility regulatory act or
Fraudulently obtain telecommunications services.
Conspiring to disrupt public utility services

WATER CODE:
It is a felony offense to:
Willfully violate the regulations on water rates and services.
Conspiring to disrupt public utility services.

OBSTRUCTION OR RETALIATION:
PENAL CODE - TITLE 8. OFFENSES AGAINST PUBLIC ADMINISTRATION -
CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE - **Sec. 36.06. OBSTRUCTION OR RETALIATION.**
(a) A person commits an offense if the person intentionally or knowingly harms or threatens to harm another by an unlawful act:
(1) in retaliation for or on account of the service or status of another as a:
(B) person who has reported or who the actor knows intends to report the occurrence of a crime; or
(2) to prevent or delay the service of another as a:
(B) person who has reported or who the actor knows intends to report the occurrence of a crime.

Discrimination is defined as treating individuals or groups less favorable than others.

Harassment is defined as verbal, physical, or other conduct such as threats, physical force, slurs, bullying, cyber bullying, stalking, discriminatory treatment, or other conduct related to an individual's membership in one or more of the protected categories that has the purpose or effect of:

- Causing a reasonable person to feel humiliated or intimidated;
- Unreasonably creating an intimidating, offensive, or hostile environment.
- Causing a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Bullying is conduct that cannot be objectively justified by a reasonable code of conduct, and whose likely or actual cumulative effect is to threaten, undermine, constrain, humiliate or harm another person or their property, reputation, self-esteem, self-confidence or ability to perform.

Negligent and Negligent Misrepresentation: Defendant knew that when he cut into the roots of Plaintiff's two trees, without treating the trees, it will not only cause the death of the trees and it will most likely cause a disease throughout the yard and adjacent yards as far out as the tree(s) are tall. Defendant knew this so well that when Plaintiff asked if Hays would treat or replace her landscaping as a result of their negligent act he quickly responded that Hays Utility would be willing to replace the trees and any landscaping. The negligence came from not reading the survey prior to digging.

This action also refers to Plaintiff's water being turned off for several months when in fact there was not a water leak of any kind. Plaintiff had witnesses with her on the date and exact time that there was supposedly a "gushing" water leak. Plaintiff has a witness at the time she received the phone call from Robb Clark at Hays regarding the leak in which Plaintiff and her witness drove to her home to witness this water leak and found nothing. The same with the men that was coming to repair the leak. When they arrived the pipe was repaired to the extent that no one knows or will ever know that there was a problem with Plaintiff's pipe. Hays was never given the authority to repair Plaintiff's pipe and will be held responsible for any problems in the future.

Defendant's are guilty of negligence. Defendant's owed a legal duty to Plaintiff to exercise ordinary care in the performance of the services they represented to have performed for Plaintiff's benefit, and the services that they actually performed, which failed to meet the standard of ordinary care. Defendants breached their duty to Plaintiff by failing to exercise ordinary care in the performance of the services they represented to have performed for the Plaintiffs' benefit, and the services that they actually performed, and such breach of their duty proximately caused Plaintiff harm.

Promissory Estoppel: when a person makes a false statement to another and the listener relies on what was told to him/her in good faith and to his/her disadvantage. In order to see that justice is done a court will treat the statement as a promise, and in a trial the judge will preclude the maker of the statement from denying it. This action also applies to both instances.

Plaintiff lived in fear and as a result of their refusal to treat the trees. Plaintiff lost all trees in her back and front yard and her neighbors lost their trees as well.

Plaintiff requested her water be turned off, although she nor her witnesses had seen anything in resemblance to a water leak, she was told the water was off and was billed $900.00 for a "water leak" that continued to pour out two swimming pools of water (the equivalence as to the amount of the invoice) that no one could see but Defendant(s).

Breach of Fiduciary Duty: There is a relationship that was formed many years ago between Plaintiff and Defendant, as there is with all residents. A relationship that one expects the truth from the other. A relationship that is not suspicious of their crew being on their property to the extent of trusting them and their word. This is the reason that Plaintiff agreed to have her water turned off even though she nor anyone of her witnesses seen any kind of a leak. Plaintiff took Robb Clark at his word. She found the men she wanted to repair the pipe, called Mr. Clark with the time and date of when they would arrive, and unknown to her Mr. Clark took it upon himself to have his own person make the repairs without so much as mentioning this to Plaintiff. He had this work completed the night before the morning her men were to arrive.

Likewise, Plaintiff also trusted Defendant to replace her landscaping. Robb Clark set several appointments with Plaintiff to meet with her and the Supervisor and assess the problem to restore her landscaping as it was prior to their negligence. Promises were made and not kept. Plaintiff trusted them as she had in years gone by.

BREACH OF FIDUCIARY DUTY ELEMENTS OF CLAIM UNDER TEXAS LAW

The elements of a breach of fiduciary duty claim are (1) a fiduciary relationship between the plaintiff and defendant, (2) a breach by the defendant of his fiduciary duty to the plaintiff, and (3) an injury to the plaintiff or benefit to the defendant as a result of the defendant's breach. Lundy v. Masson, 260 S.W.3d 482, 501 (Tex. App.—Houston [14th Dist.] 2008, pet. denied).

The term "fiduciary" contemplates good faith and fair dealing. The term includes informal relations which exist whenever one party trusts and relies on another. The origin of the confidence may be moral, social, domestic, or personal. *Texas Bank and Trust Co. v. Moore,* 595 S.W.2d 502, 507 (Tex. 1980).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY-STATUTORY POWERS AND DUTIES OF THE DISTRICT BOARD OF DIRECTORS:

A water district is a political subdivision endowed with the functions, powers, authority, rights, and duties that will permit it to accomplish the purposes for which it was created. The legislature recodified the statutory provisions governing most types of districts into Chapter 49, Texas Water Code, the primary reference used in the Handbook. Chapter 293, 30 Texas Administrative Code, is the primary reference used for Commission Rules governing most types of districts. A district's statutory purposes may include water supply, wastewater treatment, storm water control, irrigation, navigation, fire fighting, and development of parks and recreational facilities. Municipal utility districts and water control and improvement districts are given additional powers in solid waste management. ***The board of directors manages and controls these district affairs including financial management, employment, and purchasing. The board establishes policies, in the interests of the district's residents and customers, to aid in this process.***

Cornell University Law School: Fiduciary Duty

Definition

A fiduciary duty is a legal duty to act solely in another party's interests. Parties owing this duty are called fiduciaries. The individuals to whom they owe a duty are called principals. Fiduciaries may not profit from their relationship with their principals unless they have the principals' express informed consent. They also have a duty to avoid any conflicts of interest between themselves and their principals or between their principals and the fiduciaries' other clients. A fiduciary duty is the strictest duty of care recognized by the US legal system.

Examples of fiduciary relationships include those between a lawyer and her client, a guardian and her ward, and a director and her shareholders.

Breach of Deceptive Trade Practices Act: Plaintiff has shown in her original petition where both instances line up with this cause of action.

WATER CODE TITLE 4. GENERAL LAW DISTRICTS CHAPTER 49. PROVISIONS APPLICABLE TO ALL DISTRICTS SUBCHAPTER A. GENERAL PROVISIONS - SUBCHAPTER C. ADMINISTRATIVE PROVISIONS

Sec. 49.052. DISQUALIFICATION OF DIRECTORS. (a) A person is disqualified from serving as a member of a board of a district that includes less than all the territory in at least one county and which, if located within the corporate area of a city or cities, includes within its boundaries less than 75 percent of the incorporated area of the city or cities, if that person:

(2) is an employee of any developer of property in the district **or any director,** manager, engineer, attorney, or other person providing professional services to the district or a developer of property in the district in connection with the district or property located in the district;

(4) is serving as an attorney, consultant, engineer, manager, architect, **or in some other professional capacity for the district** or a developer of property in the district in connection with the district or property located in the district;

(5)(A) **is a party to a contract with or along with the district** except for the purchase of public services furnished by the district to the public generally; or

(B) **is a party to a contract** with or along with a developer of property **in the district relating to the district or to property within the district,** other than a contract limited solely to the purpose of purchasing or conveying real property in the district for the purpose of either establishing a permanent residence, establishing a commercial business within the district, or qualifying as a director; or

(6) during the term of office, fails to maintain the qualifications required by law to serve as a director.

Within 60 days after the board determines a relationship or employment exists which constitutes a disqualification under Subsection (a), it shall replace the person serving as a member of the board with a person who would not be disqualified.

Any person who wilfully occupies an office as a member of a board and exercises the powers and duties of that office when disqualified under the provisions of Subsection (a) is guilty of a misdemeanor and, on conviction, shall be fined not less than $100 nor more than $1,000.

ACCORDING TO:

CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT, AND APPEAL, SUBTITLE C. JUDGMENTS,CHAPTER 41. DAMAGES:

Sec. 41.008. LIMITATION ON AMOUNT OF RECOVERY. (a) In an action in which a claimant seeks recovery of damages, the trier of fact shall determine the amount of economic damages separately from the amount of other compensatory damages. (b) Exemplary damages awarded against a defendant may not exceed an amount equal to the greater of: (1)(A) two times the amount of economic damages; plus

(B) an amount equal to any noneconomic damages found by the jury, not to exceed $750,000; or (2) $200,000. Plaintiff is seeking damages for each cause of action as the law allows.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully request that Plaintiffs prayer that Defendant be cited to appear and answer, and the following order be entered: judgment be entered in its favor and against DEFENDANT as follows:

Plaintiff prays Defendant be cited pursuant to law to appear and answer herein, and upon notice a Permanent Injunction be issued, restraining and enjoining Defendant from exercising or controlling of her water supply; an order requiring disgorgement of unlawful gains obtained by DEFENDANTS as a result of their unlawful conduct: restitution or other remedial relief to compensate PLAINTIFF for DEFENDANTS' unlawful conduct: an award of civil penalties.

Plaintiff prays this Court will enter a judgment against the Defendants, for treble damages and civil penalties in an amount as the Court may determine with a minimum between: $100 and $300 for each TDCA violation; between $20,000 and $60,000 for each DTPA violation; and $1,000 and $3,000 for each FDCPA violation and attorney fees and costs of suit. As a result of the above actions against Plaintiff she request that Don Orahood, Michael O'Neal and ACMI Management Company be removed, indefinitely, from their positions so that the homeowners may elect new representatives. Plaintiff should have never been subject to their actions nor should that of another without their removal the risk will remain. Plaintiff also request Don Orahood be removed from the Water Board, indefinitely.

A permanent injunction enjoining Defendant from entering, taking possession of the water supply or other property or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property. Plaintiff prays that this Court award any and all other and further relief this Honorable Court deems Plaintiff may be justly entitled.

Treble damages where applicable;

Exemplary damages where applicable;

Prejudgment and post-judgment Interest;

Costs of suit to be taxed against Defendant's;

All other relief, in law and in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

____

s/s_KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

ORDER

On this the_____day of________________2017, came for consideration before the Honorable Court, Plaintiff, Karen Kristine Silvio's Original Petition, and after careful consideration found the following:

The Court finds Plaintiff's Petition to be in good standing and therefore, ORDERS that this cause of action for her Motion to be GRANTED.

SIGNED this the______day of _________________, 2017.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Response to Defendant's Amended Special Exceptions and Leave to File Late this Response was served on the parties listed below, at the addresses indicated via electronic delivery on_, ___________________, 2017.

ATTORNEY'S FOR DEFENDANT

.

/s/Karen Kristine Silvio

KAREN KRISTINE SILVIO

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN HARRIS COUNTY AND HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the "County," acting by and through its governing body, the Harris County Commissioners Court, and the **HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136** (the "District") acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 4 (the "Constable") to provide law enforcement services within District's geographical area as further defined in Exhibit "A".

NOW THEREFORE, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.
TERM

1.1 The services to be performed under this Agreement shall begin on March 1, 2016, and end on February 28, 2017, unless terminated sooner in accordance with the provisions of Section IV.

II.
SERVICES

2.1 The County agrees to authorize the Constable to provide 2 deputies to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase "working time" is defined as follows: the usual or normal hours that the Constable's deputies are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such

Ex A

times when deputies are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working time" shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Constable will authorize substitute deputies to work within the area when the regularly assigned deputies are not available.

2.3 The Constable shall retain control and supervision of the deputies performing services under this agreement to the same extent as he does other deputies. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign deputies to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 As the Constable retains control and supervision of the deputies and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

III.
CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of $134,300.00 for 2 deputies for a total sum of ONE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($134,300.00) to be used by the County for the purpose of paying seventy percent (70%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

February 20, 2016	$11,192.00
March 20, 2016	$11,192.00
April 20, 2016	$11,192.00
May 20, 2016	$11,192.00
June 20, 2016	$11,192.00
July 20, 2016	$11,192.00
August 20, 2016	$11,192.00
September 20, 2016	$11,192.00
October 20, 2016	$11,192.00
November 20, 2016	$11,192.00
December 20, 2016	$11,192.00
January 20, 2017	$11,188.00

The monthly installments are due and payable before 10:00 A.M. at the office of the County Treasurer, 1001 Preston Avenue, Suite 652, Houston, Texas 77002. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on February 20, 2016, the first payment is due on the latter of February 20, 2016 or five (5) days after the District receives a fully executed copy of this Agreement from the County.

IV.
DEFAULT AND TERMINATION

4.1 The District understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.2 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the District is dissatisfied in any way with the performance of the County, the Constable or the deputies under this Agreement, the District's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to the District showing the amounts due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after March 1, 2016, the Constable cannot or will not provide 2 deputies to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's geographical area, and provided that the District has prepaid its sum and further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.
NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County:	Harris County Harris County Administration Building 1001 Preston, Suite 610 Houston, Texas 77002 Attention: Clerk, Commissioners Court
with a copy to:	Constable Mark Herman Harris County Constable 6831 Cypresswood Drive Spring, Texas 77379
To the District:	Harris County Water Control and Improvement District No. 136 c/o Radcliffe Bobbitt Adams Polley, PLLC 2929 Allen Parkway, Suite 3450 Houston, Texas 77019-7120
Billing Address:	Harris County Water Control and Improvement District No. 136 c /o Myrtle Cruz, Inc. 3401 Louisiana St., Suite 400 Houston, Texas 77002

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII.
MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by the District and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By ____________________
BRIAN A. QUINTERO
Assistant County Attorney
C.A. File No. 15LNF0139

HARRIS COUNTY

By Ed Emmett
ED EMMETT
County Judge

Date Signed: FEB 09 2016

APPROVED:

____
MARK HERMAN
Harris County Constable, Precinct 4

ATTEST:

By ____________________
Name: Donald E Orahood
Secretary

HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136 (District)

By ____________________
Title: President

Date Signed: 12/28/15

APPROVED AS TO FORM:

By ____________________
Attorney

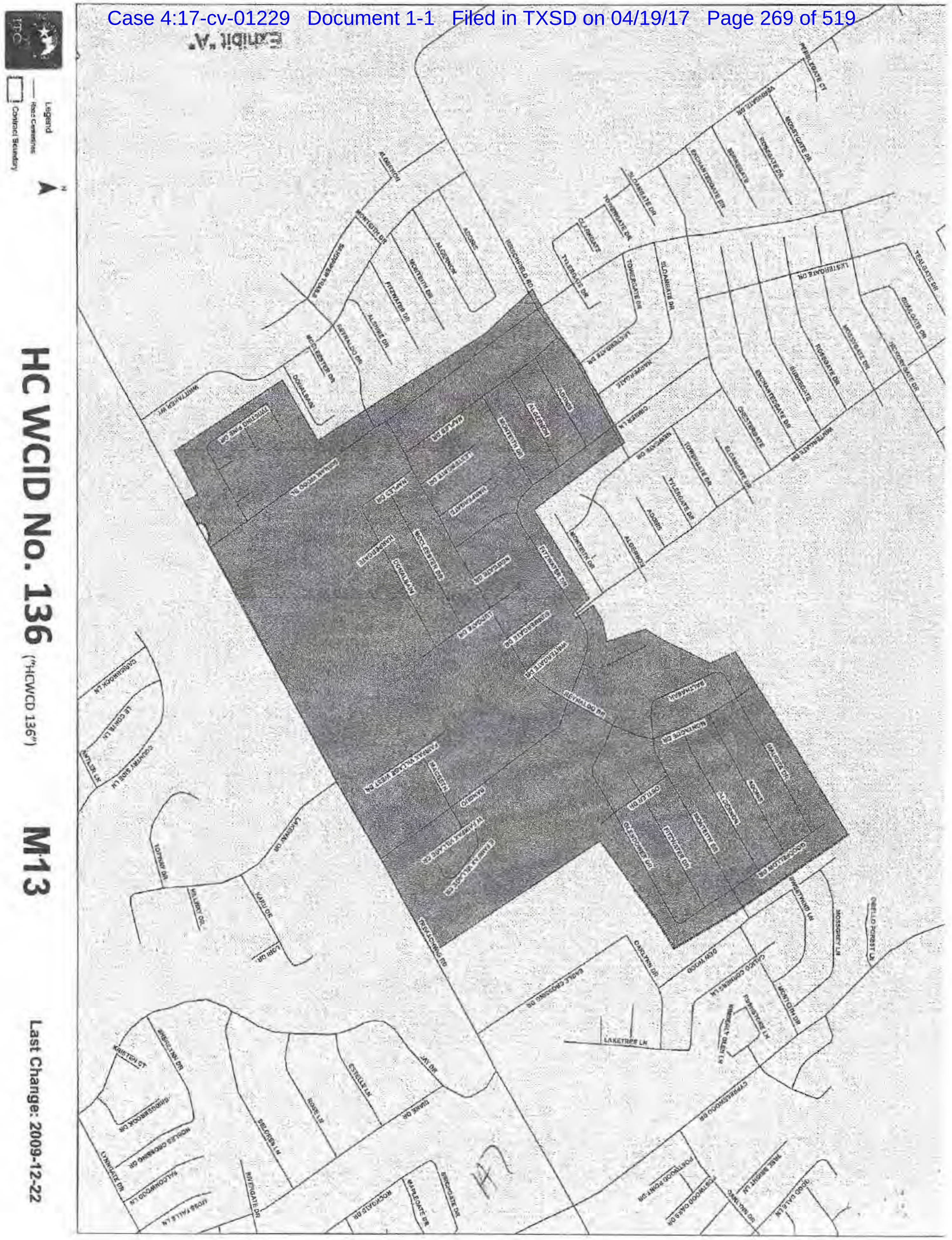


Exhibit "A"
Legend
Road Centerline
Contract Boundary
HC WCID No. 136 ("HCWCD 136")
M13
Last Change: 2009-12-22

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on FEB 0 9 2016, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136
FOR LAW ENFORCEMENT SERVICES

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Locke seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	☑	☐	☐
Comm. Locke	☑	☐	☐
Comm. Morman	☑	☐	☐
Comm. Radack	☑	☐	☐
Comm. Cagle	☑	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of $134,300.00, with HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136 for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioner's Court

FEB 0 9 2016

APPROVE CVL

Recorded Vol____ Page____

C.A. File No. 15LNF0139

AY

Subject: Important Security Information for Yahoo Users

From: Yahoo (Yahoo@communications.yahoo.com)

To: kristysilvio@yahoo.com;

Date: Wednesday, February 15, 2017 10:46 AM

YAHOO!

Dear Karen,

We are writing to inform you about a data security issue that involves your Yahoo account. We have taken steps to secure your account and are working closely with law enforcement.

Our outside forensic experts have been investigating the creation of forged cookies that could allow an intruder to access users' accounts without a password. Based on the ongoing investigation, we believe a forged cookie may have been used in 2015 or 2016 to access your account. We have connected some of the cookie forging activity to the same state-sponsored actor believed to be responsible for the data theft we disclosed on September 22, 2016. Those users targeted by the state-sponsored actor were sent an additional notification like the one found here: https://help.yahoo.com /kb/SLN26995.html.

We invalidated the forged cookies and hardened our systems to secure them against similar attacks. We continuously enhance our safeguards and systems that detect and prevent unauthorized access to user accounts.

We encourage you to follow these security recommendations:

- Review all of your accounts for suspicious activity.

Ex B

- Be cautious of any unsolicited communications that ask for your personal information or refer you to a web page asking for personal information.
- Avoid clicking on links or downloading attachments from suspicious emails.

Additionally, please consider using Yahoo Account Key, a simple authentication tool that eliminates the need to use a password on Yahoo altogether.

For More Information

For more information about this issue and our security resources, please visit the Yahoo Account Security Issue FAQs page available at https://yahoo.com/security-update.

Protecting your information is important to us and we work continuously to strengthen our defenses.

Sincerely,

Bob Lord
Chief Information Security Officer
Yahoo

Can't see images? View as a webpage

Privacy Policy

RefID:

Attachments

- TEXT.txt (7.60KB)

B2

Subject: Important Security Information for Yahoo Users

From: Yahoo (Yahoo@communications.yahoo.com)

To: kristysilvio@yahoo.com;

Date: Wednesday, December 14, 2016 5:18 PM

YAHOO!

NOTICE OF DATA BREACH

Dear Karen,
We are writing to inform you about a data security issue that may involve your Yahoo account information. We have taken steps to secure your account and are working closely with law enforcement.

What Happened?

Law enforcement provided Yahoo in November 2016 with data files that a third party claimed was Yahoo user data. We analyzed this data with the assistance of outside forensic experts and found that it appears to be Yahoo user data. Based on further analysis of this data by the forensic experts, we believe an unauthorized third party, in August 2013, stole data associated with a broader set of user accounts, including yours. We have not been able to identify the intrusion associated with this theft. We believe this incident is likely distinct from the incident we disclosed on September 22, 2016.

What Information Was Involved?

The stolen user account information may have included names, email addresses, telephone numbers, dates of birth, hashed passwords (using MD5) and, in some cases, encrypted or

B3

unencrypted security questions and answers. Not all of these data elements may have been present for your account. The investigation indicates that the stolen information did not include passwords in clear text, payment card data, or bank account information. Payment card data and bank account information are not stored in the system we believe was affected.

What We Are Doing

We are taking action to protect our users:

- We are requiring potentially affected users to change their passwords.
- We invalidated unencrypted security questions and answers so that they cannot be used to access an account.
- We continuously enhance our safeguards and systems that detect and prevent unauthorized access to user accounts.

What You Can Do

We encourage you to follow these security recommendations:

- Change your passwords and security questions and answers for any other accounts on which you used the same or similar information used for your Yahoo account.
- Review all of your accounts for suspicious activity.
- Be cautious of any unsolicited communications that ask for your personal information or refer you to a web page asking for personal information.
- Avoid clicking on links or downloading attachments from

B4

suspicious emails.

Additionally, please consider using Yahoo Account Key, a simple authentication tool that eliminates the need to use a password on Yahoo altogether.

For More Information

For more information about this issue and our security resources, please visit the Yahoo Security Issues FAQs page available at https://yahoo.com/security-update.

Protecting your information is important to us and we work continuously to strengthen our defenses.

Sincerely,

Bob Lord
Chief Information Security Officer
Yahoo

Can't see images? View as a webpage

Privacy Policy

RefID:

Attachments

- TEXT.txt (10.01KB)

Subject: Important Security Information for Yahoo Users

From: Yahoo (Yahoo@communications.yahoo.com)

To: keystonelends@yahoo.com;

Date: Wednesday, December 14, 2016 5:52 PM

YAHOO!

NOTICE OF DATA BREACH

Dear Keystone,
We are writing to inform you about a data security issue that may involve your Yahoo account information. We have taken steps to secure your account and are working closely with law enforcement.

What Happened?

Law enforcement provided Yahoo in November 2016 with data files that a third party claimed was Yahoo user data. We analyzed this data with the assistance of outside forensic experts and found that it appears to be Yahoo user data. Based on further analysis of this data by the forensic experts, we believe an unauthorized third party, in August 2013, stole data associated with a broader set of user accounts, including yours. We have not been able to identify the intrusion associated with this theft. We believe this incident is likely distinct from the incident we disclosed on September 22, 2016.

What Information Was Involved?

The stolen user account information may have included names, email addresses, telephone numbers, dates of birth, hashed passwords (using MD5) and, in some cases, encrypted or

unencrypted security questions and answers. Not all of these data elements may have been present for your account. The investigation indicates that the stolen information did not include passwords in clear text, payment card data, or bank account information. Payment card data and bank account information are not stored in the system we believe was affected.

What We Are Doing

We are taking action to protect our users:

- We are requiring potentially affected users to change their passwords.
- We invalidated unencrypted security questions and answers so that they cannot be used to access an account.
- We continuously enhance our safeguards and systems that detect and prevent unauthorized access to user accounts.

What You Can Do

We encourage you to follow these security recommendations:

- Change your passwords and security questions and answers for any other accounts on which you used the same or similar information used for your Yahoo account.
- Review all of your accounts for suspicious activity.
- Be cautious of any unsolicited communications that ask for your personal information or refer you to a web page asking for personal information.
- Avoid clicking on links or downloading attachments from

suspicious emails.

Additionally, please consider using Yahoo Account Key, a simple authentication tool that eliminates the need to use a password on Yahoo altogether.

For More Information

For more information about this issue and our security resources, please visit the Yahoo Security Issues FAQs page available at https://yahoo.com/security-update.

Protecting your information is important to us and we work continuously to strengthen our defenses.

Sincerely,

Bob Lord
Chief Information Security Officer
Yahoo

Can't see images? View as a webpage

Privacy Policy

RefID:

BB

Back to Help Central

Yahoo Security Notice (December 14, 2016)

Below you'll find a link to the text of the emails (in your region) sent to Yahoo users potentially affected by the security issues we reported on December 14, 2016. Separately, we include below links to the text of the emails (in each region) that were previously sent to Yahoo users potentially affected by the security issue we reported on September 22, 2016.

The emails from Yahoo about these issues do not ask you to click on any links or contain attachments and do not request your personal information. If an email you receive about these issues prompts you to click on a link, download an attachment, or asks you for information, the email was not sent by Yahoo and may be an attempt to steal your personal information. Avoid clicking on links or downloading attachments from such suspicious emails.

Please note that you'll receive a prompt in the desktop version of Yahoo Mail explaining that "Your account may have been affected by a security issue." This is a legitimate message from Yahoo and the link will bring you to the security issue FAQs page.

View the Yahoo Security Notice email for your region

December 14, 2016 Security Issues

Österreich (Deutsch)
Deutschland (Deutsch)

September 22, 2016 Security Issue

Österreich (Deutsch)
Deutschland (Deutsch)

AMERICA'S PREMIER MORTGAGE

America's #1 Mortgage Source

Ech e

www.quoteamortgagerate.com

National Mortgage News

SPECIAL REPORT

Fraud Alleged as QuoteMeARate.com Closes

By Paul Muolo
May 1, 2006

QuoteMeARate.com, a Houston-based net branch operator, has closed its doors amid allegations of loan fraud, Origination News has learned.

Net branch operators who worked for the company at press time had set up a website to catalogue their complaints, claiming to be owed thousands of dollars each.

Close to 600 loan officers were believed to be registered with the company, which also had a correspondent division.

At press time, company president Richard Barroso could not be reached for comment.

In a letter sent to employees and net branch operators on March 28, he blamed QMAR's problems on declining loan volumes and the cost of defending the company in a lawsuit.

In the letter he noted that QMAR was "stuck" with 40 loans that investors would not buy, adding that the firm "had to get rid of" the mortgages at a significantly reduced price. "The cost of this is tremendous."

Mr. Barroso writes that an investor audit early in the year turned up "significant levels of fraud" on the loans. (No dollar volumes are mentioned.) President/CEO – Jodi DATED this guy per Jodi.

Jodi Wagley, vice president of compliance for QMAR, did not return telephone calls but sent an e-mail to ON's sister publication National Mortgage News saying, "We are not interested in a news story."

A letter sent to QMAR employees by Chris Miller, vice president of branch operations, says the company actually has 55 loans that investors will not buy.

In that letter he notes that in 2005 QMAR was processing 1,100 loans per month, generating $350,000 in monthly revenue. But by March 2006 its volume had fallen to less than 600 loans per month and revenue of less than $200,000.

Net branch firms act as franchise operators, allowing loan brokers and loan officers to use their license and marketing muscle (for a fee and setup costs) to originate home mortgages.

John Severino, a mortgage broker from California, told ON that he paid $599 to "get trained over the phone" by QMAR "and then two days later they went belly up."

Mr. Severino said he is a licensed broker in California but was hoping to use QMAR to originate loans in other states. "I was going to use their licenses," he said.

He is uncertain whether he will get his money back from the company. Former QMAR net branch officers are contemplating a lawsuit against the company.

Meanwhile, QMAR's website has been shut down. On the website set up to generate complaints, the company's competitors - including Appex Mortgage and World Savings - are now openly recruiting LOs who did business with QMAR.

One poster who identifies himself as "Mad as Heck 2" says he is owed $6,000, noting "premeditated fraud sounds about right."

(c) 2006 Origination News and SourceMedia, Inc. All Rights Reserved. http://www.originationnews.com
http://www.sourcemedia.com

Ed-02

BBB
Start With Trust®

This Business Is Not BBB Accredited

Quotemearate.com, Inc.

Business Information

16 years in business
10333 Harwin Drive Suite 425
Houston, TX 77036

Fax Numbers

- (713) 995-1156
- (713) 995-3307
- (713) 995-3303

Additional Phone Numbers

- (713) 995-3254
- (713) 995-3284

Additional Email Addresses

- chris.miller@quotemearate.com

BBB File Opened: 01/24/2003
Business Started: 11/19/2001

Business Management

- Principal: Chris Miller, Branch Manager

Contact Information

- Principal: Chris Miller, Branch Manager

Business Category

- Mortgage Brokers

Number of Employees: 30

MAIL RETURNED

Mail sent to the business on 06/01/2009 was returned by the U.S. Postal Service as Undeliverable as Addressed.

BBB Reason for Ratings

Exh 03

Unless the person against whom this Order is issued files a signed, written notice of appeal that is received by the Texas Department of Savings and Mortgage Lending within thirty (30) days after the date on which this Order is issued, this Order will become final and non-appealable. This Order is issued on August 28, 2014 and any such written notice of appeal must be received by the Commissioner no later than September 27, 2014.

In the Matter of	§	**BEFORE CAROLINE C. JONES,**
	§	**COMMISSIONER OF THE**
Keystone Lending Corporation	§	
	§	**TEXAS DEPARTMENT OF**
NMLS ID# 393950	§	**SAVINGS AND**
	§	**MORTGAGE LENDING**
	§	
File No. 147556	§	**AUSTIN, TEXAS**

ORDER TO TAKE AFFIRMATIVE ACTION

I. Jurisdiction and Notice

a) Keystone Lending Corporation (Company) is duly licensed with a TX-SML Mortgage Company License under TEXAS FINANCE CODE, Chapter 156, the Residential Mortgage Loan Company Licensing and Registration Act (the RMLCLR Act), and TEXAS FINANCE CODE, Chapter 180, the SAFE Act.

b) Company was a Texas licensed mortgage company at all times relevant to this Order.

c) Company's Qualified Individual is Karen Silvio, and the physical office and business address of record is 23106 Naples Drive, Spring, TX 77373, to which a copy of this Order has been sent by first-class United States certified mail, return receipt requested, and by first-class United States regular mail.

II. Findings of Fact

a) Under the provisions of Section 156.213 of the RMLCLR Act, companies licensed under the chapter are required to file mortgage call reports. Under the provisions of the *Texas Administrative Code*, Title 7, Part 4, Chapter 80, Rule 80.205 the reports are to be filed quarterly, as established by the Nationwide Mortgage Licensing System and Registry (NMLS).

b) Company did not or failed to timely file the calendar year 2013 quarterly reports for the following quarters and/or the annual financial condition report:

1st Quarter Call Report, 2nd Quarter Call Report, 3rd Quarter Call Report, 4th Quarter Call Report, and Annual Financial Condition

c) Company's failure to file the required report(s) are a violation of Section 156.213 of the RMLCLR Act and Rule 80.205 of the Texas Administrative Code. Under the provisions of Rule 80.205, Company is subject to administrative action for such failure. Under the provisions of Section 156.302 the Commissioner may impose an administrative penalty for violation of Chapter 156 or a rule adopted under the chapter.

Ex D

III. Conclusions of Law

a) Company is made subject to the provisions of TEXAS FINANCE CODE, Chapter 156 (the RMLCLR Act) by Section 156.213, which requires a company licensed under the chapter to file mortgage call reports.

b) In accordance with Section 156.302 of the RMLCLR Act, the Commissioner may impose an administrative penalty not to exceed $25,000.00 for each violation of the RMLCLR Act. Section 156.203 also establishes the basis for establishing the penalty.

c) The seriousness and harmful impact of Company's violations of the RMLCLR Act warrant the issuance of an order to Company assessing an administrative penalty.

IV. Order

a) The Commissioner has considered the factors for assessing administrative penalties as required by TEXAS FINANCE CODE, Section 156.302(b), including (1) the seriousness of the offense, including the nature circumstances, extent and gravity of the violations; (2) history of previous violations; (3) the amount necessary to deter a future violation; and (4) other matters which justice may require. Therefore, the Commissioner **ORDERS** Company to pay an administrative penalty of **$1100.00** which sum must be paid by cashier's check, money order, or online and received by the Department no later than (30) days from the date of this Order. Such penalty is determined and assessed as follows:

For failure to file quarterly mortgage call and/or an annual financial condition report(s), the sum of $1100.00.

The issuance of this Order does not waive the right or authority of the Commissioner to take any additional measures with respect to the actions described herein or any other actions of the Company, known or unknown to the Department, including but not limited to the authority to seek penalties, reprimand, suspension or revocation of the Company's license.

RIGHTS TO A HEARING AND FINALITY OF THIS ORDER

Company may request a hearing before the Administrative Law Judge for the Finance Commission by timely filing a signed, written request for a hearing with the Commissioner. **This Order is final unless the Commissioner receives a signed, written request for a hearing from Company within thirty (30) days after the date that this Order is issued. The date of issuance of this Order is August 28, 2014, and the deadline for filing a signed, written request for a hearing with the Commissioner is deemed to be September 27, 2014.** Upon receipt of such a request, the Commissioner shall set the time and place for any such hearing. If any such hearing is held, it shall be a proceeding subject to Chapter 2001 of the Texas Government Code.

A violation of or failure to comply with this Order may serve as the basis for the further assessment of administrative penalties under the RMLCLR Act and associated provisions of the TEXAS FINANCE CODE.

ISSUED this 28th day of August, 2014, at Austin, Travis County, Texas.

Caroline C. Jones

Caroline C. Jones, Commissioner
Texas Department of Savings
and Mortgage Lending

Certificate of Service

I certify that a true and correct copy of this Order to Take Affirmative Action was mailed by first class United States certified mail, return receipt requested, and by first class United States regular mail, to Karen Silvio, the Qualified Individual for the Company, at the business address as reflected in the Department records at 23106 Naples Drive, Spring, TX 77373, on this the 28th day of August, 2014

Cora Peck

D3

File Copy Only.

Texas Procurement And Support Service

Tracking 9171999991703064422107

From:

Name: Cora Peck

Department: SML

Phone: 475-2431

Remark1:

Remark2:

Remark3:

Reference:

To:

Ship To 1: KEYSTONE LENDING CORPORATION

Ship To 2:

Address: 23106 NAPLES DRIVE

SPRING, TX 77373

Country: US

Special Instructions:

91 7199 9991 7030 6442 2107

Requested Date: 8/28/2014 1:09:29 PM

To print this form:

1) Click the Print button. (Print two copies, one to attach to your package and one to keep for your records.)

2) Place the form in a waybill pouch or attach it to your shipment so that the barcode portion of the page can be read and scanned.

Print Close

Form (1 of 1)

DX

Subject: FW: Keystone Mortgage; NMLS - 393950

From: cschneider@sml.texas.gov (cschneider@sml.texas.gov)

To: kristysilvio@yahoo.com;

Date: Friday, March 6, 2015 2:44 PM

Here is the Order to Take Affirmative Action.

F. C. "Chris" Schneider

Associate General Counsel

Texas Department of Savings and Mortgage Lending

2601 N. Lamar, Suite 201

Austin, Texas 78705

(512) 475-0980

(512) 936-2003 Fax

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are notified that any use, dissemination, forwarding, distribution, or copying of the communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this by mistake and delete this e-mail from your system.

Attachments

- AXData - NMLS - 393950.pdf (173.17KB)

D5

Status of Texas - SML Mortgage Company License for Keystone Lending Corporatic MLS ID 393950) has changed

From: "NMLS_Notifications@NMLSNotifications.com" <NMLS_Notifications@NMLSNotifications.com>

To: kristysilvio@yahoo.com

The license status of a company license for Keystone Lending Corporation (NMLS ID
See below for further details:

Company NMLS ID: 393950
Company Name: Keystone Lending Corporation
Licensed With: Texas - SML
License Name: Texas - SML Mortgage Company License
Current License Status: Terminated - Failed to Renew
Previous License Status: Approved
License Status Date: 1/1/2015
License Status Notes from Regulator:

THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESS
THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this
employee or agent responsible for delivering to the intended recipient), you are hereby notified that any dissemination, distribut
If you have received this communication in error, please disregard and delete this communication, and do not disseminate or re

Dl

View License/Registration List

HELP

Keystone Lending Corporation (393950)

License Number	License Name	Status	Status Date	Original License Date	License Items	Adverse Status	Current Renewal Status
	Texas - SML Mortgage Company License	Terminated - Expired	1/1/2015	1/31/2011	0	No	Failed To Renew

License/Registration Status History

HELP

Keystone Lending Corporation (393950)

License Name Texas - SML Mortgage Company License

License Number	Status	Date	Original License Date	Updated By	Updated Date	Prevent Renewal	Extern
	Terminated - Expired	1/1/2015	1/31/2011	System	3/1/2015	Yes	
	Terminated - Failed to Renew	1/1/2015	1/31/2011	System	1/1/2015	Yes	
——>	Approved	1/31/2011	1/31/2011	RoyderM	10/30/2014	Yes	—> No comments
	Approved	1/31/2011	1/31/2011	OShieldS4	1/10/2014	No	
	Approved	1/31/2011	1/31/2011	OShieldS4	1/9/2013	No	
	Approved	1/31/2011	1/31/2011	WellerS2	10/20/2012	No	
	Approved	1/31/2011	1/31/2011	WellerS2	1/31/2011	No	
	Pending - Deficient	1/31/2011		WellerS2	1/31/2011	No	Your li reques been r and th additic require or info that is or mis your applica Reviev MU1 fi the NN details
	Pending - Deficient	1/5/2011		RoyderM	1/5/2011	No	Your li reques been r and th additic require or info that is or mis your applica Reviev MU1 fi the NN details

DS

	Pending - Review	1/5/2011	RoyderM	1/5/2011	No	Your li reques been a for prc Additic inform be pro during review
	Pending - Incomplete	12/29/2010	System	12/29/2010	No	

License Item Information

HELP

Keystone Lending Corporation (393950)

License Name Texas - SML Mortgage Company License

Active License Items

There were no current license items found.

Inactive License Items

Entity ID	Entity Name	License Item Type	Title	Created Date	Created By	Cleared Date	Clea
393950		ACH Payment	Funds Pending - Renewals	12/31/2013	System	1/9/2014	Syst
393950		Identifying Information	EIN # Verification	1/5/2011	RoyderM	1/31/2011	Well
393950		MCR-Standard-Financial Condition	MCR-Standard-Financial Condition - 2011	3/31/2012	System	4/17/2012	Syst
393950		MCR-Standard-Financial Condition	MCR-Standard-Financial Condition - 2012	4/1/2013	System	12/31/2013	Syst
393950		MCR-Standard-Financial Condition	MCR-Standard-Financial	4/1/2014	System	12/31/2014	Syst

D10

		Condition - 2013				
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2011(Q2)	8/15/2011	System	8/29/2011	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2011(Q3)	11/15/2011	System	2/15/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2011(Q4)	2/15/2012	System	2/15/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2012(Q1)	5/16/2012	System	10/11/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2012(Q2)	8/15/2012	System	10/11/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2012(Q4)	2/15/2013	System	4/26/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q1)	5/16/2013	System	10/1/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q2)	8/15/2013	System	10/1/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q3)	11/15/2013	System	12/31/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q4)	2/15/2014	System	12/31/2014	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2014(Q1)	5/16/2014	System	12/31/2014	Syst
393950	MCR-Standard-RMLA	MCR-Standard-	8/15/2014	System	12/31/2014	Syst

D11

		RMLA - 2014(Q2)				
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2014(Q3)	11/15/2014	System	12/31/2014	Syst
393950	Secretary of State	Registered Agent's Address	1/5/2011	RoyderM	1/31/2011	Well
393950	Secretary of State	Registered Agent's Name	1/5/2011	RoyderM	1/31/2011	Well
393950	Update Record	Update Record	5/1/2012	System	7/25/2012	Syst

D12

D13

Renewals History

HELP

Keystone Lending Corporation (393950)

License Name Texas - SML Mortgage Company License

License Number

Renewals Status	Renewals Status Date	Renewals Status User	Renewals Year
Failed To Renew	3/1/2015	System	2015
Not Requested	11/1/2014	System	2015
Renewal Approved	1/10/2014	OShieldS4	2014
Renewal Requested	12/31/2013	SilvioKK2	2014
Not Requested	11/1/2013	System	2014
Not Requested	11/1/2013	System	2014
Renewal Approved	1/9/2013	OShieldS4	2013
Renewal Requested	12/31/2012	SilvioKK2	2013
Not Requested	11/1/2012	System	2013
Not Requested	11/1/2012	System	2013
Renewal Approved	11/14/2011	RoyderM	2012
Renewal Requested	11/2/2011	SilvioKK2	2012
Not Requested	11/1/2011	System	2012
Not Requested	11/1/2011	System	2012

D14

Subject: REINSTATEMENT 393950

From: Karen Silvio (kristysilvio@yahoo.com)

To: cschneider@sml.texas.gov;

Date: Tuesday, March 3, 2015 11:41 AM

Mr. Schneider:

Thank you for speaking with my Attorney this morning. I understand that as a result of my reports being late I have been penalized
$1,100.00. My explanation of this is due to a lot of legal problems that I have experienced due to the probate of the death of my
Mother and Sister. Additionally, I made the mistake of calling Litton loans in 2009 and requested a lower interest rate and have gone
thru heck as a result for going on 5 years now. This is the reason for my bankruptcy that I was force to file December 4, 2014.

So with all I have gone thru completing my reports was not something I just did not do on purpose but rather because of being overloaded
mentally. Mr. Patrick Hulce is aware of a lot of what I have gone thru as he was my Auditor in 2013 (I think was the date) and we had
a talk about all that.

Anyway, my Attorney said that you needed to know that I was willing to place this amount in my bankruptcy so that my license can be
renewed and I can get back to work, which I will do. Additionally, I wanted to let you know that I never received any of the mail that
was sent. I have had problems with my mail to the extent that my mailbox, at one time, was set on fire, which I have received a letter
from the Post Office to this effect should you need me to send that to you.

Please please help me to get this problem resolved so that I can go back to work.

Respectfully,

Keystone Lending Corporation - NMLS #393950
Karen K. Silvio - NMLS # 362107
281-825-2851 cell
888-830-9036 fax

D15

CONFIRMED FILE DATE: 12/10/2012

PATRICIA J. KERRIGAN

JUDGE, 190TH JUDICIAL DISTRICT COURT
CIVIL COURTS BUILDING
HOUSTON, TEXAS 77002

2

DECEMBER 10, 2012

TO: STEPHAN ELLIOT RUBIN
7322 SW FRWY 2000
HOUSTON TX 77074

17360340

RE: ORDER DISMISSING CASE FOR WANT OF PROSECUTION

TO ALL COUNSEL AND PRO SE PARTIES:

THE CASE LISTED BELOW WAS ORDERED DISMISSED FOR WANT OF PROSECUTION. COSTS OF COURT ARE NOT ALLOCATED.

THE ORDER WAS SIGNED DECEMBER 3, 2012.

PATRICIA J. KERRIGAN
JUDGE, 190TH DISTRICT COURT

CASE - 201102852 FILED - 01/18/2011 COURT - 190
TYPE - TAX SUIT
SPRING INDEPENDENT SCHOOL DIST VS SILVIO, KAREN K

Unofficial Copy Office of Chris Daniel District Clerk

EthE

190L37 - 75

PATRICIA J. KERRIGAN

JUDGE, 190TH JUDICIAL DISTRICT COURT
CIVIL COURTS BUILDING
HOUSTON, TEXAS 77002

DECEMBER 10, 2012

TO: HERBERT ALONZO STONE III 24041980
1300 MAIN SUITE 300
HOUSTON TX 77002

RE: ORDER DISMISSING CASE FOR WANT OF PROSECUTION

TO ALL COUNSEL AND PRO SE PARTIES:

THE CASE LISTED BELOW WAS ORDERED DISMISSED FOR WANT OF PROSECUTION. COSTS OF COURT ARE NOT ALLOCATED.
THE ORDER WAS SIGNED DECEMBER 3, 2012.

PATRICIA J. KERRIGAN
JUDGE, 190TH DISTRICT COURT

CASE - 201102852 FILED - 01/18/2011 COURT - 190
TYPE - TAX SUIT
SPRING INDEPENDENT SCHOOL DIST VS SILVIO, KAREN K

Unofficial Copy Office of Chris Daniel District Clerk

EZ

190L37 - 75

4

CONFIRMED FILE DATE: 1/18/2011

NO. 2011 02852

SPRING INDEPENDENT SCHOOL DISTRICT	§	IN THE 190 DISTRICT COURT
	§	
VS.	§	IN AND FOR
	§	
KAREN K. SILVIO, ET AL	§	HARRIS COUNTY, TEXAS

FILED
Loren Jackson
District Clerk
JAN 18 2011
Time: ______
Harris County, Texas
By ______
Deputy

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT

Now come(s) the taxing districts set out below:

SPRING INDEPENDENT SCHOOL DISTRICT
HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT # 136

on behalf of themselves and all taxing districts for whom they collect. Each is a political subdivision of the State of Texas, each is legally constituted and authorized to impose and/or collect ad valorem taxes, and each is hereinafter called "Plaintiff", whether one or more, original or intervenor, and for such cause of action would show the following:

1. The name(s) and address(es) of Defendants is/are:

KAREN K. SILVIO
23106 NAPLES DRIVE
SPRING, TX 77373

GENESIS TAX SOLUTIONS, INC, In Rem Only, BY SERVING ITS REGISTERED AGENT: RANDY L. KNUST
25003 PITKIN ROAD STE C 100
SPRING, TX 77386

BIRNAM WOODS-FAIRFAX HOMEOWNERS ASSOCIATION, INC, In Rem Only, BY SERVING ITS REGISTERED AGENT: WILLIAMS ACMI VENTURES, L.P. BY SERVING ITS REGISTERED AGENT: BERT B. WILLIAMS
12603 LOUETTA RD STE 101
CYPRESS, TX 77429

MICHAEL B. NEWMAN, In Rem Only,
3424 UNIVERSITY BLVD
HOUSTON, TX 77005

F3

RECORDER'S MEMORANDUM
This instrument is of poor quality at the time of imaging

Certified Copy Office of Harris County District Clerk

29147100

Said Defendant(s) currently own(s) or claim(s) an interest in the property hereinafter described and/or owned the hereinafter described property on the first day of January of each of the years for which taxes are due and owing. Discovery is intended to be conducted under Level 2 pursuant to Rule 190 of the Texas Rules of Civil Procedure.

2. The taxes in the amounts and for the years shown below were legally imposed on each separately described property and on the respective person named (if known) who owned the property on January 1 of such years. Such taxes are delinquent and owing, along with penalties and interest authorized by law and detailed below:

Property Code: 1035210000041
Description: Tract #1 - LT 41 BLK 7 BIRNAM WOOD SEC 1

Year	Taxes	Pen & Int	Total
2009	$1,284.26	$626.72	$1,910.98
Total For: SPRING INDEPENDENT SCHOOL DISTRICT			$1,910.98

Year	Taxes	Pen & Int	Total
2009	$316.67	$154.53	$471.20
Total For: HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT # 136			$471.20

Total Due For Property	$2,382.18
Research Fee:	$250.00
Total for: January, 2011	$2,632.18

(This amount does not include court costs which must be paid prior to dismissal).

The property is specifically described as follows:

Property Code: 1035210000041
TRACT #1: LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

In addition to the amounts stated above, Plaintiff(s) sue(s) for costs of court, foreclosure sale expenses and research expenses for determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property, and other costs, all as authorized by law. Further, Plaintiff(s) sue for all additional taxes which become delinquent on such property prior to judgment, as well as any additional penalties and interest which accrue prior to or after judgment, to the date of sale.

3. Plaintiff(s) would show that all conditions precedent to the right to levy said taxes were performed as required by law; that all of said taxes were authorized by law; and that all things required by law have been duly and legally performed by the proper officials.

EX

4. Plaintiff(s) would further show that the Attorney signing this petition is legally authorized to prosecute this suit on behalf of the taxing unit and Plaintiff(s) therefore request(s) attorney fees as provided by law.

5. Each tract of the said above-described real estate and/or item of personal property was, on January 1st of the aforesaid years and at the time said taxes were imposed, located within the boundaries of each of said taxing units and within the boundaries of HARRIS COUNTY, TEXAS. Each taxing unit asserts a lien on each separately described property listed above to secure the payment of all taxes, penalties, interest and costs due.

6. Defendant(s) shall take notice of all pleas and interventions which may be filed by Plaintiff(s) or any party intervening. The following taxing units are joined as parties pursuant to Sec. 33.44 of the Property Tax Code because they may have a claim for delinquent taxes against the property described in the petition:

HARRIS COUNTY
HARRIS COUNTY DEPARTMENT OF EDUCATION
PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY
HARRIS COUNTY FLOOD CONTROL DISTRICT
HARRIS COUNTY HOSPITAL DISTRICT (HARRIS COUNTY)
LONE STAR COLLEGE SYSTEM
HC EMERGENCY SERVICE DISTRICT #7
HC EMERGENCY SERVICE DISTRICT#11

7. Plaintiff(s) would show that the party or parties who owned the property, described above, on January 1 of the years indicated are indebted to Plaintiff taxing units for said taxes, penalties and interest, and are liable for all costs herein. Plaintiff(s) seek personal liability against such owners, as well as foreclosure of the tax lien on each separately described property. As to all Defendants, Plaintiffs' action is a proceeding in rem only, whereby Plaintiff(s) seek(s) to foreclose the tax lien(s) on each separately described property listed in satisfaction of the taxes, penalties, interest and all costs due or to become due herein.

WHEREFORE, Plaintiff(s) pray that Defendant(s) be cited to appear and answer herein and that on final hearing recover the following:

A. Personal judgment against such Defendant(s) who owned the property described herein on January 1st of the years indicated above, for all taxes, penalties, interest, attorney fees, and costs that are due or will become due;

B. Foreclosure of the tax lien(s), issuance of an order of sale and/or execution on the property described above and payment of all taxes, penalties, interest, and costs that are due or will become due and that are secured by such tax lien(s), which tax lien(s) is first, prior and/or superior to any other interest in said property; and

ES

C. Such other and further relief to which Plaintiff(s) may be entitled.

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
ATTORNEYS AT LAW
1235 North Loop West
Suite 600
Houston, TX 77008
(713) 862-1860 FAX:(713) 862-1429

BY ______________________
Jason L. Bailey
SBOT # 00790253
Owen M. Sonik
SBOT # 18847250
R. Gregory East
SBOT # 24007138
Yolanda Humphrey
SBOT # 24009764
Leslie M. Schkade
SBOT # 24049813
D'Arwyn K. Daniels
SBOT # 00783925
Veronica Ann Leal
SBOT # 24061957

File #: 110144
Acct#: 51146

Unofficial Copy Office of Chris Daniel District Clerk

EL

CONFIRMED FILE DATE: 12/5/2011

7

CAUSE NO: 2011-02852

FILED
Chris Daniel
District Clerk
DEC - 5 2011
Time:
Harris County, Texas
By
Deputy

SPRING INDEPENDENT SCHOOL DISTRICT	§	IN THE DISTRICT COURT
	§	
VS.	§	190TH JUDICIAL DISTRICT
	§	
KAREN KRISTINE SILVIO	§	HARRIS COUNTY, TEXAS

MOTION TO REQUEST A COURT HEARING FOR DISCLOSURE OF AMOUNT OF ALL LIENS ASSESSED AGAINST DEFENDANT KAREN KRISTINE SILVIO BY DEFENDANT BIRNAM WOODS-FAIRFAX HOMEOWNERS ASSOCIATION, INC.

COMES NOW, Defendant, Karen Kristine Silvio, named Defendant in the above entitled and numbered cause, and files this her Motion to Request a Court Hearing for Disclosure of Amount of Liens Assessed Against Defendant Karen Kristine Silvio by Defendant Birnam Woods-Fairfax Homeowners Association, Inc. and in support thereof shows the Court the following:

I. PARTIES

INTERVENOR(S)

HARRIS COUNTY, ON BEHALF OF ITSELF AND THE FOLLOWING COUNTY- WIDE TAXING AUTHORITIES, THE HARRIS COUNTY DEPARTMENT OF EDUCATION, THE PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, THE HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT (HEREINAFTER HARRIS COUNTY), HARRIS COUNTY EMERGENCY SERVICES DISTRICT # 07, LONE STAR COLLEGE SYSTEM AND HARRIS COUNTY EMERGENCY SERVICES DISTRICT # 11

DEFENDANT(S)

KAREN K. SILVIO, MICHAEL B. NEWMAN (IN REM ONLY), GENESIS TAX SOLUTIONS, INC. (IN REM ONLY), BIRNAM WOODS-FAIRFAX HOMEOWNERS ASSOCIATION, INC. (IN REM ONLY)

E7

NO. 2011-02852

SPRING INDEPENDENT SCHOOL DISTRICT	§	IN THE DISTRICT COURT OF
VS.	§	HARRIS COUNTY, TEXAS
KAREN K. SILVIO, ET AL	§	190TH JUDICIAL DISTRICT

MASTER IN CHANCERY'S REPORT TO THE DISTRICT COURT

The Master in Chancery appointed in this case reports to the District Court that Order of Dismissal should be granted/denied in this case on the basis of record.

APR 12 2012

Signed on this, the _________ day of _________________, 20___.

RESPECTFULLY SUBMITTED,

____
Master in Chancery
HARRIS County, Texas

Unofficial Copy Office of Chris Daniel District Clerk

FILED
Chris Daniel
District Clerk
MAR 30 2012
Time: ____ Harris County, Texas
By ____ Deputy

FILED
Chris Daniel
District Clerk
MAR 30 2012
Time: 1:00 pm
Harris County, Texas
By ____ Deputy

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS- AT- LAW
PO Box 3064
Houston, TX 77253-3064
(713) 422-7152

March 17, 2015

T5-P0-S1,571

CLOSED IN 2005

KEYSTONE LENDING CORP
23106 NAPLES DR
SPRING TX 77373-6870

1050427539
1,813

DELINQUENT TAXES	:	$4,651.60
PENALTY/INTEREST	:	$6,930.40
TOTAL DUE	:	$11,582.00

RE: 2066215100000 - BUSINESS PERSONAL PROPERTY F&F M&E ... and 1 other property (see attached DELINQUENT ACCOUNT STATEMENTS)

Pay Your Taxes and Avoid a Seizure of your Assets

Your personal property is subject to seizure for the payment of delinquent tax, penalty and interest which you owe the respective taxing entities reflected on the attached bill on your business personal property. Personal property that is subject to seizure includes tangible personal property, demand or time deposits, cash on hand, certificates of deposit, and notes or accounts receivable, including rents and royalites.

Upon application by the collector without further notice to you, a court may direct the Constable and the Tax Assessor-Collector to seize as much of your personal property as may be reasonably necessary for the payment of all taxes, penalties and interest included in the application as well as all costs of seizure and sale.

Avoid the potential loss of your assets and possible disruption of your business by contacting our office immediately to make arrangements for payment at 713-422-7152. **Payment may be made by credit card or eCheck.**

Si necesita ayuda en espanol, por favor llame al numero 713-576-1341.

For questions contact:
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP*
Attorneys at Law
713-422-7152 – fax 713-576-7286
Email: houstonfielddivison@publicans.com

To make payment:
1. Make check payable to: **Mike Sullivan, Tax Assessor-Collector**
2. Mail check and coupon to:
Harris County Tax Assessor-Collector
P.O. Box 4576
Houston, TX 77210-4576

* For City of Pasadena delinquent property tax accounts, Roy D. Mease & Associates in association with LINEBARGER GOGGAN BLAIR & SAMPSON, LLP.

If you are on active duty in the military, contact the Harris County Tax Assessor-Collector's Office at (713)274-8000 or email tax.office@tax.hctx.net to determine if you qualify for a deferral or waiver of penalties and interest on these taxes.

There may be other taxing entities for which we do not collect. You may contact the Harris County Tax Assessor-Collector's Office for information regarding those entities.

Sincerely,

Norman J. Nelson
Attorney at Law

G-113

If you are current in paying your taxes under an installment agreement or are a debtor in a pending bankruptcy, please contact us so we can code your account to avoid further mailings to you. If you are in bankruptcy we will need your cause number. If you are represented by a lawyer, please forward this letter to him/her. If you think these taxes are paid, please contact the Harris County Tax Assessor-Collector's Office at (713)274-8000 or email tax.office@tax.hctx.net

MANDATE

Court of Appeals

First District of Texas

NO. 01-10-00081-CV

KAREN KRISTINE SILVIO, Appellant

V.

JOLYNN BOGGAN, INDIVIDUALLY AND AS ADMINISTRATRIX OF THE ESTATE OF SYBIL CHRISTINE SILVIO; GARY SILVIO; AND REBECCA A. WAGLEY, Appellees

Appeal from the Probate Court No. 2 of Harris County. (Tr. Ct. No. 370,090-401).

TO THE PROBATE COURT NO. 2 OF HARRIS COUNTY, GREETINGS:

Before this Court, on the 16th day of February 2012, the cause upon appeal to revise or to reverse your judgment was determined. This Court made its order in these words:

> This case is an appeal from the final judgment signed by the trial court on December 22, 2009. After submitting the case on the appellate record and the arguments properly raised by the parties, the Court holds that there was reversible error in the portion of the trial court's judgment declaring that the deed of September 18, 2004 was void. Accordingly, the Court **reverses** this portion of the trial court's judgment. The Court further **renders** judgment that appellees take nothing on their claims regarding the September 18, 2004 deed.
>
> The Court further holds that there was no reversible error in the remaining portions of the trial court's judgment. Therefore, the Court **affirms** the remaining portions of the trial court's judgment.

Ex F

The Court **orders** that the appellees, Jolynn Boggan, Individually and as administratrix of the Estate of Sybil Christine Silvio; Gary Silvio; and Rebecca A. Wagley, jointly and severally, pay one half of the appellate costs.

The Court **orders** that this decision be certified below for observance.

Judgment rendered February 16, 2012.

Panel consists of Chief Justice Radack and Justices Bland and Huddle. Opinion delivered by Chief Justice Radack.

WHEREFORE, WE COMMAND YOU to observe the order of our said Court in this behalf and in all things to have it duly recognized, obeyed, and executed.

April 1, 2013

Date

CHRISTOPHER A. PRINE
CLERK OF THE COURT

K-2

THE STATE OF TEXAS

Court of Appeals

First District of Texas

BILL OF COSTS

No. 01-10-00081-CV

Karen Kristine Silvio

v.

Jo Lynn Boggan, Indivdiually and as Administratrix of the Estate of Sybil Christine Silvio, Rebecca A. Wagley and Gary Silvio

NO. 370090401 IN THE PROBATE COURT NO 2 OF HARRIS COUNTY

TYPE OF FEE	CHARGES	PAID/DUE	STATUS	PAID BY
MT FEE	$15.00	03/05/2012	INDIGENT	ANT
MT FEE	$15.00	03/05/2012	INDIGENT	ANT
MT FEE	$10.00	09/06/2011	PAID	APE
MT FEE	$10.00	06/22/2011	INDIGENT	ANT
MT FEE	$10.00	06/21/2011	INDIGENT	ANT
MT FEE	$10.00	06/08/2011	INDIGENT	ANT
MT FEE	$10.00	06/08/2011	INDIGENT	ANT
MT FEE	$10.00	04/01/2011	INDIGENT	ANT
MT FEE	$10.00	03/29/2011	INDIGENT	ANT
SUPP CLK RECORD	$0.00	03/15/2011	INDIGENT	ANT
MT FEE	$10.00	02/22/2011	INDIGENT	ANT
MT FEE	$15.00	11/24/2010	PAID	APE
CLK RECORD	$497.00	11/12/2010	PAID	ANT
MT FEE	$10.00	09/03/2010	INDIGENT	ANT
MT FEE	$10.00	08/16/2010	INDIGENT	ANT

Y-3

MT FEE	$10.00	08/16/2010	INDIGENT	ANT
MT FEE	$10.00	04/27/2010	INDIGENT	ANT
MT FEE	$10.00	04/21/2010	PAID	APE
FILING	$175.00	04/09/2010	PAID	ANT
MT FEE	$10.00	02/12/2010	PAID	ANT

The costs incurred on appeal to the First Court of Appeals Houston, Texas are $857.00.

Court costs in this case have been taxed in this Court's judgment

I, **Christopher A. Prine,** Clerk of the Court of Appeals for the First District of Texas, do hereby certify that this is a true statement of the costs of appeal in this case.

IN TESTIMONY WHEREOF, witness my hand and the seal of the Court of Appeals for the First District of Texas, this April 1, 2013.

Christopher A. Prine

CHRISTOPHER A. PRINE
CLERK OF THE COURT

K-4

LAST WILL AND TESTAMENT
OF
JOSEPH E. SILVIO

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS ()

THAT I, JOSEPH E. SILVIO, of the County of Harris and State of Texas, being of sound and disposing mind and memory and above the age of eighteen (18) years, do hereby make, publish and declare this my Last Will and Testament, hereby revoking any and all Wills and Codicils, if any, heretofore made by me.

I.

It is my will and desire and I hereby direct that all my just debts be paid as soon after my death as can be conveniently done without unnecessary sacrifice of any of the properties of my Estate, by my Executors to be hereinafter appointed.

II.

After the provisions of Paragraph I hereof, it is my will and desire and I hereby will, devise and bequeath all my property and Estate of every character and description, real, personal or mixed, and all claims and choses in action of which I may die seized or possessed, or to which I may be entitled, in fee simple to my five (5) natural children, DONNA HYDEN, JO LYNN BYRNS, GARY E. SILVIO, REBECCA ANN WAGLEY and KAREN K. SILVIO, to share and share alike. If any of the above five (5) children above decide not to exercise their heirship rights and accept their share of the property bequeathed to them in this paragraph, then and in that event, their proportionate share of my estate shall pass and vest absolutely and in fee simple to all of my natural grandchildren, to share and share alike among them, equally.

III.

I hereby nominate, constitute and appoint OTTICE L. PARKER and JO-LYNN BYRNS, Joint Independent Executors of this Will, giving and granting unto my Joint Executors, full and complete power to do any and all things in connection with the managing of my said Estate,

Ex Q F5

including by way of limitation, the power to sell, mortgage, lease and execute any and all legal instruments, of whatsoever nature as in either's judgment may seem fit, the same as I could do if living and acting in person and I direct that no bond or other form of security ever be required of either of them as such, and that no action shall be had in the County Courts in relation to the settlement of my Estate, than the probating and recording of this Will and the return of Statutory Inventory, Appraisement, and list of all claims of such Estate, as required by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 6th day of July A.D., 1981, in the presence of the undersigned attesting witnesses, who, at my request, and in my presence, sign their names hereto as attesting witnesses.

Joseph E. Silvio

JOSEPH E. SILVIO, Testator

The above instrument was now here subscribed by the said JOSEPH E. SILVIO, Testator, and we, at the request of and in the presence of said Testator and in the presence of each other, sign and subscribe our names hereto as attesting witnesses.

David D. Dew

WITNESS

Mike Mathews

WITNESS

F-6

THE STATE OF TEXAS ()

COUNTY OF HARRIS ()

BEFORE ME, the undersigned authroity, on this day personally appeared JOSEPH E. SILVIO, Gerald G. Green and Mike Matthews, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the foregoing instrument in their respective capacities, and all of said persons being by me first duly sworn, upon oath, the said JOSEPH E. SILVIO, Testator, declared to me and to the said witnesses that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed for the purposes therein expressed; and the said witnesses, each on his oath, declared to me in the presence and hearing of said Testator that said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such, and wanted each of them to sign it as a witness and upon their oaths, each witness stated further that they did sign the same as a witness, in the presence of each other, and in the presence of said Testator; and that said Testator was at the time nineteen years of age, or over, and was of sound mind and that each of said witnesses was then at least fourteen years of age.

Joseph E. Silvio
JOSEPH E. SILVIO, Testator

Gerald G. Green
WITNESS

Mike Matthews
WITNESS

F7

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the said JOSEPH E. SILVIO, Testator, GERALD G. GREEN and MIKE MATTHEWS, WITNESSES, THIS THE 6TH day of JULY A.D., 1981.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: June 1, 1985

F8

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

ASSIGNMENT OF GIFT

That we, Donna Hyden, Jo Lynn Byrns Boggan, Gary E. Silvio, Rebecca Ann Wagley and Karen K. Silvio, of the County of Harris, State of Texas, hereinafter referred to as "Assignor" whether one or more, for and in consideration of and the love and affection which we have and bear unto and toward our mother, Sybil Silvio, hereinafter referred to as "Assignee", hereby give, grant, convey, transfer, assign and deliver unto Assignee any and all right, title and interest of Assignor in and to all personal property, hereinafter referred to as the "Property", of whatever kind or nature, devised and bequeathed to Assignor under and pursuant to the Last Will and Testament of Joseph E. Silvio dated July 6, 1981, hereinafter referred to as the "Will", which Will was admitted to probate in the Probate Court Number 3 of Harris County, Texas on November 3, 1987 in Cause No. 217130, including specifically, without limitation, all of the personal property described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

TO HAVE AND TO HOLD, all of said Property together with all and singular the rights and appurtenances thereto and in any wise belonging thereto to the said Assignee, her heirs, personal representatives, legal representatives, and assigns forever, subject however, to any and all debts of Joseph E. Silvio and his estate.

Assignee does hereby agree to indemnify, save and hold harmless Assignor of and from any and all claims, losses, causes, expenses, liabilities, suits, judgments or damages, including, without limitation, reasonable attorneys fees which Assignor hereinafter may incur, suffer, or be required to pay to any person or entity arising out of or resulting from any claims of any creditors or claimants of the estate of Joseph E. Silvio. By this indemnification Assignee is not attempting to create any rights in any third parties. This indemnity does not purport and shall not be construed to create in any third party any rights or claims against Assignee pertaining to any debts or claims against the estate of Joseph E. Silvio.

KG

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on this the 21 day of January, 1987.

ASSIGNOR:

Donna Hyden
DONNA HYDEN

Jo Lynn Byrns Boggan
JO LYNN BYRNS BOGGAN

Gary E Silvio
GARY E. SILVIO

Rebecca Ann Wagley
REBECCA ANN WAGLEY

Karen K. Silvio
KAREN K. SILVIO

ACCEPTED AND AGREED:

Sybil Silvio
SYBIL SILVIO

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DONNA HYDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December~~ January, 1987.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

F10

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared KAREN K. SILVIO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December~~ January, 198~~6~~

Alberta R. Sackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Sackson
Printed Name of Notary
My commission expires: 8/26/91

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared SYBIL SILVIO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December~~, 198~~6~~
January

Alberta R. Sackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Sackson
Printed Name of Notary
My commission expires: 8/26/91

E11

L579918

03/14/88 50591799 L579918 $5.00

GENERAL WARRANTY DEED

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

THE STATE OF TEXAS *
* KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS *

That the undersigned, KAREN K. SILVIO, Co-Independent Executor of the Estate of JOSEPH E. SILVIO, and JO LYNN BYRNS BOGGAN, Co-Independent Executor of the Estate of JOSEPH E. SILVIO, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid by the grantees hereinafter named, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed for all purposes, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto SYBIL C. SILVIO, a one-half (1/2) undivided interest, and unto DONNA HYDEN, JO LYNN BYRNS BOGGAN, GARY E. SILVIO, REBECCA ANN WAGLEY, and KAREN K. SILVIO, a one-tenth (1/10) undivided interest each, in and to all of the following described real property located in Harris County, Texas, together with all improvements situated or located thereon, to-wit:

LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs, executors, administrators and assigns forever; and we do hereby bind ourselves in our representative capacity only and our successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs, executors, administrators and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements and rights of way, if any, applicable to and enforceable against the above described real property as now reflected by the records of the County Clerk of Harris County, Texas.

Current ad valorem taxes on the above described property as of the date hereof are assumed by grantees and grantees covenant and promise to pay the same.

Executed this 8 day of March, 1988.

Karen K. Silvio
KAREN K. SILVIO, Co-Independent Executor of the Estate of JOSEPH E. SILVIO

ORIGINAL CERTIFIED COPY

FILED FOR RECORD
8:30 A.M.
MAR 14 1988
Anita Rodeheaver
County Clerk, Harris County, Texas

Jo Lynn Byrns Boggan
JO LYNN BYRNS BOGGAN, Co-Independent Executor of the Estate of JOSEPH E. SILVIO

F12-1

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

THE STATE OF TEXAS *
 * KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared KAREN K. SILVIO, Co-Independent Executor of the Estate of JOSEPH E. Silvio, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office on this 8th day of March, 1988.

Albert R. Stetson
Notary Public in and for
Harris County, Texas
My commission expires:

THE STATE OF TEXAS *
 * KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared JO LYNN BYRNS BOGGAN, Co-Independent Executor of the Estate of JOSEPH E. SILVIO, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office on this 8th day of March, 1988.

Albert R. Stetson
Notary Public in and for
Harris County, Texas
My commission expires:

Grantee's Mailing Address Is:
23102 Naples
Spring, Harris County, Texas 77373

Return to:
Williams, Birnberg & Andersen
6671 Southwest Frwy., Suite 303
Houston, Texas 77074-2209
Attn: Thomas B. Gilbert

F-13

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 14 1988

Anita Rodeheaver
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JO LYNN BYRNS BOGGAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December,~~ January 1987.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GARY E. SILVIO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December,~~ January 1988.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared REBECCA ANN WAGLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December,~~ January 1988.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

#14

2006016244O
10/31/2006 RP2 $20.00

Loan No.: ______

WP

GENERAL WARRANTY DEED

STATE OF Texas §
§ ss.: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Harris §

THAT Donna Hyden, of HARRIS County, TEXAS, Jo Lynn Byrns Boggan, of HARRIS County, TEXAS, Gary E. Silvio of HARRIS County, TEXAS and Rebecca Ann Wagley, of HARRIS County, TEXAS, hereinafter called "Grantors", for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantors, in hand paid by Karen K. Silvio, hereinafter called "Grantee", whose mailing address is 12200 Northwest Freeway, Suite 509, Houston, TX 77092, the receipt and sufficiency of which is hereby acknowledged, each Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, an undivided 1/10 interest or any interest that he or she may have in and to the following described property located in Harris County, Texas, to-wit:

LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever. AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns shall be construed to mean "successors and assigns".

EXECUTED this 15TH day of SEPTEMBER 2003

Donna Hyden (signature) — Donna Hyden

Jo Lynn Byrns Boggan (signature) — Jo Lynn Byrns Boggan

Gary E. Silvio

(signature) — Rebecca Ann Wagley

F15

EXHIBIT "A"

(R&A)110257LA - crshdeed.tx

Loan No.: ________

INDIVIDUAL(S) ACKNOWLEDGEMENT

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on Sept 15, 2003, by Donna Hyden.

PATSY JAESCHKE NOTARY PUBLIC STATE OF TEXAS My Commission Expires FEBRUARY 10, 2006

Patsy Jaeschke
Notary Public

____
Printed Name of Notary Public

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on Sept 15, 2003, by Jo Lynn Byrns Boggan.

PATSY JAESCHKE NOTARY PUBLIC STATE OF TEXAS My Commission Expires FEBRUARY 10, 2006

Patsy Jaeschke
Notary Public

____
Printed Name of Notary Public

STATE OF TEXAS, ________ County ss:

This instrument was acknowledged before me on ________, ________, by Gary E. Silvio.

____
Notary Public

____
Printed Name of Notary Public

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on Sept 15, 2003, by Rebecca Ann Wegley.

PATSY JAESCHKE NOTARY PUBLIC STATE OF TEXAS My Commission Expires FEBRUARY 10, 2006

Patsy Jaeschke
Notary Public

____
Printed Name of Notary Public

FILED 2006 OCT 31 PM 2:04 Beverly B. Kaufman COUNTY CLERK HARRIS COUNTY, TEXAS

RETURN ORIGINAL TO:

Karen K. Silvio
~~12200 Northwest Freeway, Suite 503~~
~~Houston, TX 77092~~
23106 Naples
Spring, Texas 77373

File

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

000026

[R&A]1162571A - cashdeed.la

Loan No.: ____________

GENERAL WARRANTY DEED

20070070502
02/05/2007 RP1 $20.00

STATE OF Texas §
§ ss.: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Harris §

THAT Sybil C. Silvio, of Harris County, TEXAS, hereinafter called "Grantor", for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor, in hand paid by Karen K. Silvio, hereinafter called "Grantee", whose mailing address is 12200 Northwest Freeway, Suite 509, Houston, TX 77092, the receipt and sufficiency of which is hereby acknowledged, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, an undivided 1/2 interest or any interest that she may have in and to the following described property located in Harris County, Texas, to-wit:

LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever. AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns shall be construed to mean "successors and assigns".

EXECUTED this 18th day of September 2004

[signature]
Sybil C. Silvio

FILED FOR RECORD
8:00 AM

FEB - 5 2007

[signature]
County Clerk, Harris County, Texas

(R&A)1162571 - cashdeed.tx

EXHIBIT "B"

6/02/2016

SPRING I.S.D. TAX OFFICE
16717 ELLA BLVD.
P O BOX 4826
HOUSTON TX 77210-4826
281-891-6160 FAX 281-891-6161

2015 CURRENT TAX STATEMENT

ACCOUNT NUMBER
103-521-000-0041

LEGAL DESCRIPTION
LT 41 BLK 7
BIRNAM WOOD SEC 1

SILVIO KAREN K
SILVIO GARY EDWARD
WAGLEY REBECCA ANN
23102 NAPLES DR
SPRING TX 77373-6870

Assessment Ratio = 100% .1929 ACRES 23102 NAPLES DR

PROPERTY CLASS	LAND	AG EXCLUSION	IMPROVE-MENTS	PERSONAL PROPERTY	APPRAISED VALUE
HOMESITE	15,256		94,007		109,263
NON-HOMESITE					
AG VALUE					
TOTAL	15,256		94,007		109,263

TAXING ENTITY	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER $100	TAX AMOUNT
SPRING ISD	109,263		109,263	1.469960	1,606.12
			TOTAL TAX PAID --->		803.06
			BASE TAX DUE ----->		803.06

EXEMPTIONS:
TAXES ARE DUE UPON RECEIPT. TAXES BECOME DELINQUENT ON: FEBRUARY 1, 2016

The CAD changed the name and/or address on this account on Correction Roll # 09

The Harris County Appraisal District determines what property is to be taxed, its appraised value, whether to grant exemptions, ownership name and address, and what taxing jurisdictions can tax the property. Any questions regarding this information should be directed to the CAD.

Exh G

April 27, 2012

Hays Utility District Operation and Management
P.O. Box 1209
Spring, Texas 77383

Attn: Rob Clark
Rita Rodriguez

Dear Rob and Rita:

After speaking with you a little more then a week ago I have compiled a list of questions to be answered and documents to be produced at your earliest convenience. As discussed, there is great concern over the Security Contract between Harris County WCID #136 and Constable Ron Hickman's Office for the security of Birnam Wood - Fairfax Area or as you refer to it "District 136". There are questions with no answers which causes assumptions, which leads to, sometimes miss-information.

I am not sending this request for any other reason then to get those questions answered and to try and understand a lot that has transpired. I will admit to my ignorance in a lot of areas and ask for your patience while I ask questions and request documentation that will hopefully enlighten me.

1). Copy of Contract between HCWCID #136 and Constable Ron Hickman for Security for of District 136 for 2010 and 2012. I have the contract for 2011.
2). I have a report in my possession, from 6/27/2011, see attached copy. On the front page it reflects the "meter count". I would like to see a copy of this report from 01/01/10 to Y-T-D.
3). All Security "call reports" from 01-01-10 to Y-T-D.
4). Print out of water utility expenses for each house - interested only in the amount of gallons used per address vs. the amount of the bill.
5). Copy of the minutes of the meeting when HCWCID #136 was first requested to take on the Operation of the Security Contract for Birnam Wood - Fair Fax or "District #136".
6). A copy of the contract between Birnam Wood - Fair Fax and HCWCID #136 regarding your cost and/or expenses of operating and management of the Security of Birnam Wood - Fairfax.
7). A copy of any contract between HCWCID #136 and Constable Ron Hickman Precinct 4 regarding your cost and/or expenses of operating and management of the Security of Birnam Wood - Fairfax.
8). Are the businesses ie Schools, Fire Dept., Stores, Churches etc paying the same rate as the homeowners for Security?
9). How many homes or businesses have ever had new meters installed Y-T-D under District 136?
10). Address list of all houses or entities that you consider District 136.

Ex X

11). Who all was at the meeting when the request was made that HCWCID #136 take over the operations and management of the Security
12). Who made the request of you to take over the operations and management of the security for Birnam Wood/ Fairfax or District 136?
13). Please send me a copy of the minutes to the meeting when the request was made
14). Please send me a copy of the minutes to the meeting when the answer was given.
15). Also who at HC WCID #136 gave the authority to do so.

These next two problems are more my own personal issues that I need resolved.

1). On January 29, 2010 there was a main water line that bust and as a result, HC WCID #136, tore up my driveway in order to repair it. According to your Supervisor he stated to me that the reason they dug up the right side of my yard and then the left side of my yard was because they failed to read the survey prior to digging. I have lost 2 Pine Trees and shrubs as a result of this. I understand that you have the right to that line but you don't have a right to negligently dig without first making sure of where it is that you need to dig and tear up my landscaping only because you failed to read a survey prior to digging. The Supervisor assured me that you would replace and repair my any landscaping because of this.

You did replace the shrubs that you killed with more dead shrubs. Rob can attest to the fact that they have been dead since day one and are still dead to this day. The 2 dead pine trees have never been removed and I worry with every wind and rain that they will fall on my house. I had at least 2 conversations with your Supervisor. When will these trees be removed? When will the shrubs be replace with living shrubs?

2). Thru your website I printed out a history of my water usage and a history of my water bill. I ran a tape of the amount of my bill for each year. From 2007 to 2008 my water bill increased 50.7%. Since 2006 my water bill has increased 85.75%.

On March 25, 2010 I came home to find a leak in the attic above my kitchen. I hired the people to come in and fix that leak along with a slow leak I had in the toilet of my master bath. I have had no water problems since then. However I would like for you to look at the water usage for the entire year of 2010. Six months out of the year it reflects that I used a small swimming pool of water - every month. The other 5 months of that year are still anywhere from 2-4000 gallons more then normal.

K-2

According to a swimming pool company a small pool holds 10-12000 gallons of water, a medium pool holds 20-25000 gallons of water and a large pool holds 35-40000 gallons of water. I do not own a pool or spa. I was cited over and again by the HOA because I have not watered my yard or my Mothers yard since the day she died, August 1, 2006. From March 25, 2010 until Y-T-D my toilet in my master bath has remained turned off (only because the man evidently never turned it back on and I never knew it until October 2011 because it is basically is never used). I live alone. I wash - all said - maybe 2 loads of laundry per week. Maybe.

Wait!! It gets worse. If you look at July 2011 there was 10,000 gals, August 2011, 14000 gals and September 2011 a whopping 23000 gals of water!!! Just for me? I called in October and miraculously it went back down to 6,ooo gals as it had been from Jan 2011 and has been since September 2011. For those 3 months I used 47000 gallons of water!!! That is larger then your largest swimming pool holds. I'm fricken lucky to be alive!!! What explanation was I given when I called your office? That I must have a leak somewhere but when I pointed out that in October I was back to 6000 gals and asked if ya had fixed that leak, I got no response.

I would like to also point out that from 2003 - 2007 I had a child living with me. A teenage girl that changed clothes all the time and in looking at my bill I never broke 6000 gallons of water usage except on 3-4 occasions. That was back when I watered my yard and my Mothers on a weekly basis. Please keep in mind that I am not talking about prices I am talking about water usage.

In comparison I have spoke with other people in the subdivision. I have made it a point to compare my water bill with other single people (some that water their yards and some that don't), two people homes, 3 people homes, 4 people home and one that was 6 people - imagine their laundry!! I can tell you that everyone of us had a bill from $60.00 to $65.00 (at the very max). You got some splainin' to do Lucy!! Lol - because this just does not make any sense.

Are we or are we not on meters? Are we or are we not being billed per usage? If we are then how can the above comparison hold up?

I am requesting an answer or explanation to every question and to receive the documentation requested as I am aware of the "open records policy". If it is possible, and I assume that the reports that I am asking for are all on computer, as I am asking for past information and/or documentation, please send this all to me by the end of this week or at the very most within 10 days.

H3

Thank you for your time and cooperation in this matter. If there are any questions please do not hesitate to contact me at the phone number, address or email address reflected below.

Respectfully,

Kristy Silvio
Kristysilvio@yahoo.com
23106 Naples Drive
Spring, Texas 77373
281-825-2851

H4

53-121

Texas Unclaimed Property General Claim Form

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or phone number listed on this form.

Claim number 17133057

171133057

KAREN SILVIO
23102 NAPLES DR
SPRING, TX 77373-6870

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
Unclaimed Property Claims Section
P.O. Box 12046
Austin, TX 78711-2046

CLAIMANT INFORMATION

Name (Last) Silvio	(First) Karen	(Middle) Kiristine	(Maiden)	SSN / Estate or Trust Tax ID number 310,090-401
Additional owner (Last)	(First)	(Middle)	(Maiden)	Claimant SSN 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
Current mailing address 23102 Naples Drive				Daytime phone (Area code and number) 281 825 2851
City Spring		State TX		ZIP code 77373
Email address kristysilvio@yahoo.com				FAX (Area code and number) 888-830-9036

The named Claimant hereby certifies that this claim for property presumed abandoned is valid and just, that all statements herein are true and correct, and that upon payment of this claim said Claimant will indemnify and hold harmless the State of Texas, the Comptroller and its employees from any damages, claims, or losses of any kind resulting from the payment of the property to the Claimant.

sign here — Claimant's signature [signature]	Date 1-9-17	Would you like to contribute all or part of your claim to the Match the Promise Foundation?
sign here — Additional owner's signature	Date	☐ YES ☒ NO ____ %

PLEASE COMPLETE, SIGN, AND RETURN THE CLAIM FORM WITH A COPY OF YOUR IDENTIFICATION EVEN IF YOU ARE UNABLE TO PROVIDE ALL THE REQUESTED DOCUMENTS.

1

PROPERTY INFORMATION — FOR OFFICE USE ONLY

Reported property owner SYBIL SILVIO	Reported additional owner	
Reported property address 23106 NAPLES DR, SPRING, TX 77373		
Property type UTILITY DEPOSIT	Description	
Reporting company HARRIS COUNTY WCID 136	Last active date 02/23/2009	Claimed amount 50.00

PROPERTY INFORMATION — FOR OFFICE USE ONLY

Reported property owner Noting Mother was	Reported additional owner at 23102 not 23106	
Reported property address Naples Dr		
Property type Ariella 2/21/17	Description	
Reporting company 2:16pm.	Last active date	Claimed amount

— FOR INTERNAL USE ONLY —

Issued to			Claim number 17133057
Approved by	Date	Number of properties 1	Total amount of claim 50.00

If you have any questions regarding Unclaimed Property, call 1-800-321-2274. The Austin number is 512-463-3040.

EX I

FREE Quality Tax Preparation
by Neighborhood Tax Centers

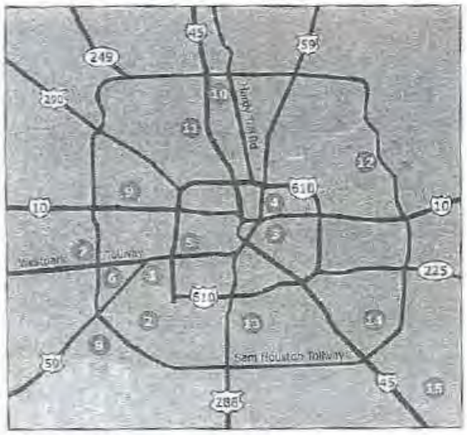
- FREE tax preparation
- FREE e-filing for FAST refund
- FREE direct deposit
- FREE ITINs

OPEN JANUARY THROUGH APRIL 201

Who is eligible?

- Families earning up to $50,000
- Single individuals earning up to $30,000

No appointments. Walk-ins only.



1 **Baker-Ripley Neighborhood Center**
6500 Rookin, 77074
Open All Year. Call 2-1-1.
Jan, Feb, Apr: M-F 9-7; Sat 9-4
Open Sun 1-5 on 1/27, 2/3, 2/10, 2/17
March: M-F 9-6; Sat 9-1

2 **West Orem YMCA**
5801 West Orem Dr, 77085
Between S Post Oak & Chimney Rock
Jan, Feb, Apr: M-Th 1-7; Sat 10-3
March: M-Th 1-6; Sat 10-1

3 **Ripley House**
4410 Navigation Blvd, 77011
Jan, Feb, Apr: M-F 10-6:30; Sat 9-2
March: M-W 10-6; Th-Sat 9-2

4 **Fifth Ward Multi-Service Center**
4014 Market St, 77020
Jan, Feb, Apr: M, W 10-7; T, Th 10-6
March: M, W 11-7; T, Th 11-6

5 **Lakewood Church**
3700 Southwest Fwy, 77027
M, T 6:15-8; Sat 9-1

WEST

6 **Chinese Community Center**
9800 Town Park Dr, 77036
M, T, Th, Sat 1-6

7 **St. Cyril Catholic Church**
10503 Westheimer Rd, 77042
T, Th 4-8; Sat 9-2

FORT BEND

8 **United Way Fort Bend Service Center**
10435 Greenbough Dr, Stafford 77477
M, T, Th 10-7; Sat 10-2

SPRING BRANCH

9 **Memorial Assistance Ministries**
1625 Blalock Rd, 77080
M, T, Th, F 1-7; Sat 9-3; Sun 1-4

NORTH

10 **LINC Houston**
161 West Rd, 77037 (exit 59 on I-45)
Jan, Feb, Apr: M, W, F 10-7; T, Th, Sat 9-4
March: M, W 10-6; T, Th, F 9-4; Sat 9-1

11 **Acres Homes Multi-Service Center**
6719 W. Montgomery, 77091
Jan, Feb, Apr: M, T 10-7; W, F 10-5; Sat 10-2
March: M, T 10-6; W, F 10-5; Sat 10-2

March 29 - 31: Schedule changes for Easter weekend, call 2-1-1.
International students/faculty requiring 1040NR, call 2-1-1.

EAST

12 **Wendel D. Ley YMCA**
15055 Wallisville Rd, 77049
Jan, Feb, Apr: T, Th 11-6:30; Sat 9-2
March: T, Th 12-6:30; Sat 9-2

SOUTHEAST

13 **Sunnyside Multi-Service Center**
4605 Wilmington St, 77051
M-F 9-5

PASADENA

14 **Cleveland-Ripley Neighborhood Center**
720 Fairmont Pkwy, 77504
Jan, Feb, Apr: M-F 10-7; Sat 10-4
March: M-W 10-7; Th, F 10-4; Sat 10-2

CLEAR LAKE

15 **United Way Bay Area Service Center**
1300 Bay Area Blvd, 77058
Jan, Feb, Apr: M-Th 10-7; Sat 10-1
March: M-Th 11-7; Sat 10-1

Neighborhood Tax Centers

United Way

United Way of Greater Houston

Subject: Response to your recent inquiry (Case ID 124973094) (KMM31642551V57167L0KM)

From: eCustomerCare National (ECCADUSER@usps.gov)

To: KRISTYSILVIO@YAHOO.COM;

Date: Tuesday, October 6, 2015 1:46 PM

Dear Karen Silvio:

I regret learning of the inconvenience you have experienced.

According to US Postal Policy, the carrier can not deliver mail to a vacant address. If the address is vacant, even if you moved next door, the carrier must return the mail to sender. You cannot place your mail on hold for a two year period. You can rent a Post Office Box to receive mail.

Please accept our sincere apology for any inconvenience this matter may have caused you.

Sincerely,
Consumer Affairs

****
Your privacy is important to us. If you would like additional information on our privacy policy, please visit us online at: www.usps.com.

Exh K

SILVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS		ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR		20820-4021660004
	SERVICE PERIOD	FROM: FINAL TO: 11/03/15	BILLING DATE: 02/10/17

READ DATE(W)	11/03/15
METER NUM.	52072878
PRES. READ	134.0
PREV. READ	134.0
TOTAL GALLONS	.0
Usage In 1,000's	

	1,000'S GALLONS
02/03/16	.0
11/03/15	.0
11/03/15	.0
11/03/15	.0
10/03/15	.0
09/03/15	6.0
08/04/15	115.0
07/03/15	5.0
06/05/15	.0
06/05/15	.0
04/04/15	.0
03/04/15	.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	923.06
TOTAL NOW DUE	923.06

PENALTY AMOUNT	PAY THIS AMOUNT AFTER
0.00	02/27/2017 923.06

43 SILVIO KAREN

MESSAGES

Pay your bill at www.haysutility.com

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

Your water service account is past due. Payment must be received in our office by 4:00 p.m. on 02/16/17 or your account will be charged a $15.00 letter processing fee on 02/17/17. Your account is scheduled for termination on 02/28/17. If payment is not received by 4:00 p.m. 02/27/17 your services will be disconnected.

213-E AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809

Account Number 20820-4021660004
Service Address 23102 NAPLES DR
820

**** OLD FINAL BILL ****		
923.06	02/27/2017	923.06
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILVIO KAREN
23102 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

Ex L

20820402166000400009230600009230600000000008

CenterPoint. Energy

Dear Customer:

While you were away, the following CenterPoint Energy representative was at your address:

DATE: 5-18-16

NAME:

PHONE:

For the following reason(s):

- [x] At Your Request:

- [ ] Inspect / Maintain CenterPoint Energy Equipment
- [ ] Construction of New Electrical Equipment
- [ ] Investigation of Customer Complaint
- [ ] Power Quality Check
- [ ] Connect your Electrical Service
- [ ] Re-read Meter
- [ ] Test Meter
- [ ] Meter Maintenance
- [ ] Install / Remove By-Pass
- [ ] Install / Remove Meter & Drops
- [ ] Emergency Power Outage
- [ ] Planned Power Outage Scheduled for
- [ ] Other You Have opening in URD Drops 3.5 ft. to Ped. you Have to Be home to Sign letter Accepting By-Pass

Work Completed [ ] Yes [ ] No

Work to Be Completed:

CenterPoint Energy values you as a Customer.

Thank you for this opportunity to serve you.

CenterPoint Energy

P.O Box 1700 Houston, Texas 77521-1700 713-207-2222

May 25, 2016

Karen Silvio
23102 Naples Dr
Spring , TX 77373

Dear Karen Silvio:

On May 18, 2016, as you requested, a temporary bypass cable was installed at your property due to faulty underground wiring. At that time, you signed a temporary service connection agreement, which granted you thirty days to repair or replace your cable. This is a reminder that on June 18, 2016, the terms of this agreement will expire.

Enclosed is a copy of the Temporary Bypass Cable Agreement you signed. Please carefully review the contract to insure your complete understanding of the contract's conditions and obligations. Please be aware of three important details: (1) Your Retail Energy Provider will be billed a $261.00 Service Charge for every 30 days the cable is in use at your Service Address. (2) When required by City ordinance, an electrical permit must be obtained by your electrical contractor and received by CenterPoint Energy before new wiring connections can be made. Please check with your city to verify if you require a permit. And (3) CenterPoint has the right to remove the Cable at any time after the expiration date without further notice and will not incur any liability as a result of the removal.

Please notify me once your corrections have been made (713-207-7168). Upon notification, the order to remove the temporary bypass cable will be issued. When our crew comes out to remove the bypass cable they will reconnect the new permanent service line that your electrical contractor installed. Bypass cable removals are all worked on a workload and weather permitting basis (this can take up to 15 working days or longer). No one has to be present when our crew comes out to remove the bypass, but our crew must have access to the yard and meter (no locked gates or dogs in the yard – no appointments can be scheduled).

If you have any questions, I can be reached at (713) 207-7168, Monday through Friday, from 8:00 a.m. to 5:00 p.m.

Thank you,

R. Chandler

Rick Chandler
Customer Service

M2

CNP 3276 (9-2011)

5/24/16
pz

CenterPoint Energy Houston Electric, LLC

TEMPORARY BY-PASS CABLE AGREEMENT

A fault has occurred in the Underground Service Conductors ("Service Lateral") that bring electricity from the main distribution supply line to 23102 Naples, your Service Address. These conductors are your property and you will need to have repairs made by an electrical contractor of your choice. If working conditions or other factors prevent permanent repairs being made promptly, we will furnish and install, on a temporary basis, an above-ground service cable ("Temporary Service Cable" or "Cable") to by-pass the Service Lateral. This offer, which is made solely as a matter of convenience to you ("Retail Customer"), is subject to the following conditions:

1. CenterPoint Energy Houston Electric, LLC, a Texas Corporation, hereinafter called "Company" will install a Temporary By-Pass Cable for a maximum of 30 days, which expires on 6-18-2016 (Expiration Date). The company will charge a $261 per month fee to your Retail Energy Provider. You will be billed a Service Charge by your Retail Energy Provider for the installation and removal of this cable.
2. The Cable shall not remain installed for more than 30 days without making prior arrangements with Company. If permanent repairs are not completed by the Expiration Date, and if Company agrees to an extension, an additional fee of $261 per month will be billed to your Retail Energy Provider which will extend the Expiration Date by an agreed upon time period not to exceed 30 days. You will be billed a Service Charge by your Retail Energy Provider for the extension.
3. Service Charges cover the specified 30-day period or any part thereof, without proration.
4. Upon proper removal request notification, provided repairs were made in compliance with Company's Service Standard Guidelines, Company will remove the Cable in a timely manner based on workload priorities, weather permitting. However, Company shall have the right to remove the Cable at any time following the Expiration Date, without further notification, and shall not incur any liability as a result of such removal.
5. You will be responsible for the Cable during the period it is installed at the Service Address. If the Cable is damaged or lost during that period, you will pay Company $150.00 to cover the cost of a replacement cable. The charges for damages are the direct responsibility of the Retail Customer and are in addition to all Service Charges that are billed to your Retail Energy Provider.
6. Where required by City ordinance, an electrical permit must be obtained by your electrical contractor and received by Company before new wiring connections can be made.
7. YOU WILL INDEMNIFY, PROTECT AND HOLD COMPANY, AND ITS OFFICERS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COST THEREOF AND ATTORNEYS FEES) OF ANY KIND AND CHARACTER ARISING AGAINST COMPANY OR IN FAVOR OF YOU OR ANY THIRD-PARTY ON ACCOUNT OF BODILY INJURIES, DEATH, OR DAMAGE OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION PRESENCE, OPERATION, MAINTENANCE, OR REMOVAL OF THE TEMPORARY BY-PASS SERVICE CABLE ON YOUR PROPERTY, ALL REGARDLESS OF WHETHER OR NOT COMPANY OR ITS EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART OR WHETHER OR NOT THERE IS JOINT NEGLIGENCE ON THE PART OF COMPANY OR ITS EMPLOYEES, YOU, OR ANY THIRD PARTY. THIS IDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
8. Each Service Charge will be billed to your Retail Energy Provider. You should contact your Retail Energy Provider to determine if and / or how these charges may be passed on to you, the Retail Customer.
9. By signing below, you agree that you will be responsible for the prompt payment of all charges owed to Company and / or Retail Energy Provider under this Agreement, regardless of whether you are the owner of such property.
10. By the execution of this Agreement, you hereby grant to Company a temporary easement for the installation, presence, operation, maintenance and removal of Company Temporary By-pass Service Cable and necessary appurtenances over and across the property at the Service Address.
11. Additionally, you represent and warrant that you are either the legal owner of such property, or have full legal authority to represent the owner's interests.

If you wish the Company to proceed with installation of the Temporary By-pass Service Cable, please indicate below your understanding and acceptance of the above conditions.

APPROVED AND ACCEPTED this 18 day of may, 2016.

By [signature]

Name Printed KAREN K. SILVIO

Relationship (owner / tenant / other [please specify]) ___

Address ___

Telephone Number ___

AFFIDAVIT OF MONTIE HYDEN

STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this date personally appeared Montie Hyden, known to me to be the person whose name is subscribed below and who, having been by me duly sworn, stating upon his oath as follows:

1. "My name is Montie Hyden. I am over the age of 18 years, of sound mind and competent to make this Affidavit. I am a resident of Montgomery County, Texas, acting as a witness for Karen Silvio, and I am personally familiar with the facts stated herein which are true and correct.

2. I have never been convicted of a felony of other crime. I have personal knowledge of the facts herein stated and they are true and correct. I am in all ways competent to make this affidavit under law as stated below:

I WAS WITH KAREN SILVIO. JULY 13, 2015, WHEN SHE RECIEVED THE CALL FROM ROB CLARK FROM THE HAYS UTILITY SOUTH WATER COMPANY REGARDING A WATER LEAK FROM HER METER IN THE FRONT YARD. I ACCOMPANIED KAREN SILVIO. MOMENTS AFTER THE CALL, TO HER HOME TO ASSESS THE LEAK AND DAMAGES. IF ANY. WHEN WE ARRIVED THERE WAS NO ONE FROM THE WATER COMPANY AT HER HOME AND THERE WAS NOT A LEAK COMING FROM HER METER. THERE WAS NO STANDING WATER IN HER YARD OR ON THE CURB.

AS A RESULT OF THE WATER COMPANY'S INSISTANCE. THAT THERE WAS A DEFINITE LEAK THAT WAS "GUSHING" WATER. I AND ANOTHER MAN ARRANGED A TIME AND DATE WITH KAREN SILVIO. TO BE THERE ON THE MORNING OF JULY 16. 2015. BETWEEN 9:00-9:30 A.M., TO REPAIR OR REPLACE THE LEAKING PIPE. HOWEVER, WHEN WE ARRIVED AT HER HOME TO PULL THE PIPE FROM THE METER AND REPAIR OR REPLACE IT. WE OPENED THE METER AND FOUND IT HAD ALREADY BEEN REPAIRED BY SOMEONE ELSE WHICH WAS A SHOCK TO US. INCLUDING KAREN SILVIO.

I PERSONALLY NEVER WITNESSED ANY WATER COMING FROM HER WATER METER BETWEEN THE DATES OF JULY 13. 2015 AND JULY 16. 2015.

[signature]

Montie Hyden

Sworn to and Subscribed before me by Montie Hyden on 14 day of January, 2016

[signature: Shana Scott] — 9.13.17

Notary Public by and for the State of Texas — Commission Expiration Date

SHANA SCOTT
Notary Public, State of Texas
My Commission Expires
September 13, 2017

Your Logo Here

Centerpoint Energy
0 Reviews

5006 Adonis Dr Spring, Texas 77373
Website

About

Centerpoint Energy is located at the address 5006 Adonis Dr in Spring, Texas 77373.

Centerpoint Energy has an annual sales volume of 100M+. .For more information contact Gregory Pavlicek, Journeyman or go to www.centerpointenergy.com

For maps and directions to Centerpoint Energy view the map to the right. For reviews of Centerpoint Energy see below.

CONTACT INFORMATION

Website: www.centerpointenergy.com

ADDITIONAL INFORMATION:

Exact Sales Volume: 1000000000

Sales Volume: 100M+

CATEGORIES:

Reviews

Key Contacts

Gregory Pavlicek
JOURNEYMAN

Ex 0

Ema Campos
Special Handling Team
Sears Customer Care Network
1300 Louis Henna Blvd
Round Rock, TX 78664
512-248-7884

SEARS

October 15, 2016

Nita Virghes
Better Business Bureau
330 North Wabash Ave., Ste. #2006
Chicago, IL 60611

Re: 11737570 – Karen Silvio

Dear Ms. Virghes:

This letter will acknowledge receipt of the above referenced customer's follow up complaint, which was referred to our office for response.

This matter has been forwarded to the appropriate Sears unit for investigation. Upon completion of our investigation, your office will receive a response to confirm resolution of the complaint.

We appreciate the opportunity to address this matter. Please feel free to contact me if you have any further questions or concerns.

Sincerely,

Ema Campos
Regulatory Specialist, Regulatory Complaints
Sears Holdings Corporation
O: 512.248.7884
F: 512.248.7905
imx integrated member experience

NPOS714 Item Detail Display 05/29/16 16:58:16
SC# 078181021121

Name: SILVIO, KAREN H: 281-825-2851 W: 281-825-2851
Sales Date : 05/29/16 Sale Amount: 1699.90 Total Amount: 1479.89
Time of Sale: 11:07:27 Reductions : -220.01 Tax Amount : .00
Transfer to Store: Balance Due : .00

Type an x by the Division number. Then press the desired Fkey.

Sel	Gft Rec Dt	Div	Item/Sku	Description	Quantity	Item Amount
_		046	81197991	OTL SP REF,F	0001	
_		042	01209000	15000BTU,11.	0001	
_		046	84237000	FROST-FREE,1	0001	
_			116000	Misc Account	0001	

FRIDGE
w/c
FREEZER
Delivery

F3=Exit F4=Comments F5=Customer F6=Itemhst F7=Bkwd F8=Fwd F9=Payhst
F12=Cancel

22

```
NPOS715                    Customer Detail Display              05/29/16 16:58:24
                               SC# 078181021121

     Purchasing Customer:                        Deliver to Customer:
SILVIO, KAREN                                SILVIO, KAREN
23102 NAPLE DR.                              23102 NAPLE DR.

SPRING, TX 77373                             SPRING, TX 77373
H 281-825-2851        W 281-825-2851         H 281 825-2851      W 281 825-2851


Sales Date   : 05/29/16   Sale Amount:    1699.90  Total Amount:    1479.89
Time of Sale: 11:07:27   Reductions :    -220.01  Balance Due :        .00
Delivered    :            Discount    :       .00
Pick-Up      :            Tax         :       .00  Payment Type: OTH
Delay Bill   :            Delivery    :     81.99
Cancelled    :            Deposit     :            Trans.  Type:  SL

Ringing Associate # :    1123         Account #:   471529******1768
Selling Associate # :                 Transfer to Store:

F3=Exit    F4=Comments    F5=Item
```

P3

AMENDMENT TO EARLY PURCHASE OPTION
(limited time promotion – NOT VALID FOR AGREEMENTS EXECUTED AFTER ________)

Date: 05/28/2016

Agreement Number: mxm00255

Lessor : Acceptance Now
19450 Interstate Hwy 45
Spring, TX 77373

Consumer: KAREN SILVIO
23102 NAPLES DRIVE
Spring, TX 77373

As part of a limited-time promotion, Acceptance Now is pleased to offer this AMENDMENT to the above-referenced Lease Agreement which will provide you with a reduced early purchase option price in the first ninety days of your agreement. The Early Purchase Option provision of your Lease Agreement is hereby MODIFIED to include the following provision:

> If you request to exercise your Early Purchase Option within the first 90 days of this agreement, you can purchase the property by paying us an amount equal to the Cash Price minus the total of all rent paid by you, plus any applicable tax.
>
> Your agreement must be in good standing at the time you request to exercise your Early Purchase Option.
>
> Your 90 day purchase option expires on 08/26/2016.

After the expiration of the 90-day period, your Early Purchase Option price will be determined in accordance with the terms set forth in the agreement as originally stated.

This amendment is hereby incorporated into the Lease Agreement as if fully stated therein and is subject to all other terms and disclosures as stated. Except to the extent expressly modified herein, all other terms of your Lease Agreement remain unchanged.

YOU AGREE BY SIGNING THIS ON AGREEMENT MODIFICATION THAT (1) YOU HAVE READ IT, (2) YOU UNDERSTAND IT, AND (3) YOU RECEIVED A COPY OF IT.

KAREN SILVIO
CUSTOMER NAME (PRINT)

CUSTOMER NAME (PRINT)

CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

5/28/16
DATE

CO-WORKER SIGNATURE

Ex Q

AcceptanceNOW

LEASE AGREEMENT REVIEW

Customer Name KARAN SILVIO Date 05/28/16
MM/DD/YYYY

The AcceptanceNow mission is to improve your quality of life by providing furniture, electronics and appliances without the need for credit. Thank you for giving us the opportunity to serve you!

YOUR FIRST PAYMENT REVIEW:

Customer Initials

☑ Your renewal payments are due **Monthly** on the: ○1st or ◉15th

☑ Your next pay check is: 6/15/16 (Day/Date)

☑ Pay Frequency: ○Weekly ○Bi-Weekly ◉Monthly

☑ Best time to call: ○9am - 12pm ◉12pm - 5pm ○5pm - 9pm

☑ Based on your paycheck cycle, you agree your **First Payment** will be:

○M ○TU ◉W ○TH ○F ○SA ○SU 07/15/16 (MM/DD/YYYY) 2:00PM (TIME)

*Enter CNCOM date in High Touch

Customer Initials

☑ Payments are expected to be made on or before each due date. If payments are not received on or before the due date, you will be charged a late fee as stated in the Lease Agreement. AcceptanceNow will also call the phone numbers provided on the Lease Agreement.

YOUR MONTHLY PAYMENT OPTIONS [Important Things to Remember]:

Customer Initials

☑ Payments can be made online by clicking [ePay] at www.acceptancenow.com

☑ Agreement # mxm00255 Email Address: KRISTYSILVIO@YAHOO.COM

☑ Payments can be made by phone* at (281) 907-0247 *A $1.99 fee will be applied to phone payments

☑ Payments can be made in store with no additional fee

☑ Payments that are made after your due date will incur a fee of $ 10.00 per account, plus any applicable tax.

AcceptanceNOW & CREDIT REPORTING:

Experian TransUnion EQUIFAX

All payments on AcceptanceNow Lease Agreements are reported to the credit bureau where permitted. **On time payments** with AcceptanceNow help build good credit history. *Except CA & AZ

UF2015

Subject: Re: No contact email [ref:_00DG0h8qk._50027qBSJS:ref]

From: HP Support (amr_na_en_cloudservice@hpservice.support.hp.com)

To: kristysilvio@yahoo.com;

Date: Thursday, February 23, 2017 1:20 PM

Hi Kristy Silvio

I have send the case to out corp office and a rep will call you back within 24 - 48 hours. Here is your case number 3036953163.

Stephen
--------------- Original Message ---------------
From: Karen Silvio [kristysilvio@yahoo.com]
Sent: 2/23/2017 1:34 PM
To: amr_na_en_cloudservice@hpservice.support.hp.com
Subject: Re: No contact email [ ]

I will not pay this bill - I want to talk with a Manager from the Corporate Office about this - DO NOT TAKE THIS AMOUNT FROM MY CARD!!!!! I donot agree with what you have said that I have done - Kristy Silvio
281-825-2851 cell
888-830-9036 fax

https://www.howtowinincourt.com/?refercode=SK0025

From: HP Support <amr_na_en_cloudservice@hpservice.support.hp.com>
To: "kristysilvio@yahoo.com" <kristysilvio@yahoo.com>
Sent: Thursday, February 23, 2017 12:03 PM
Subject: No contact email [ ]

"Dear Kristy Silvio

Hello, my name is Stephen M

I am a Cloud Services Technician with HP. We apologize that we have not been able to get in contact with you after our second callback.

If for any reason you still require assistance please feel free to contact us back at 1-855-785-2777 and reference your Case # (3036953163) and any of our Cloud Services Agents will be happy to assist you.

Thank-you for choosing HP and have a wonderful day!

Stephen M

HP Cloud Services
1-855-785-2777
Hours of Operation
Monday-Saturday 8am-11pm EST
Sunday 10am-7pm EST

Exh R

If you have a hardware issue with your printer for your convenience we have included the following contact information:

HP Support - 1-800-474-6836, for hardware related issues.
HP Cloud Services - 1-855-785-2777
Support.hp.com - support & drivers
Hp.com/tools
www.hp.com/go/tools - Hp Print and Scan DR
www.Instantink.com – Registration / Management of InstantInk account

This email is outgoing only. Please do not reply"

Our advice is strictly limited to the question(s) asked and is based on the information provided to us. Please review the HP Support Disclaimer in your own language / 免責事項: http://www.hp.com/support/emaildisclaimers
ref:_00DG0h8qk._50027qBSJS:ref

Our advice is strictly limited to the question(s) asked and is based on the information provided to us. Please review the HP Support Disclaimer in your own language / 免責事項: http://www.hp.com/support/emaildisclaimers

Subject: Office Depot SR#10568116 - HP HP OfficeJet Pro 8720 All-In-One

From: Diane Demma (diane.demma@officedepot.com)

To: KRISTYSILVIO@yahoo.com;

Date: Wednesday, March 15, 2017 8:41 AM

Good Morning,

I tried to call you your mailbox is full. You can reach me directly at the number below. Please reference the case number in the subject line when returning my call thank you.

Regards,

Diane Demma

Senior Consumer Advocate, Executive Consumer Relations | Office Depot, Inc.
6600 North Military Trail | Boca Raton, FL 33496
Tel: 561.438.0132 | Diane.Demma@officedepot.com

Office DEPOT Max

Ex 5

Mtg Solutions

1st

Lucy (Ribbe-Miles) Devore

Mortgage Solutions of Colorado

Michigan Mutual • Ashworth University

Spring, Texas • 369

Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. W
Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique l

Highlights

21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Senior Account Executive

Michigan Mutual

Jun 2013 – Present • 3 yrs 8 mos • South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspond
Relationships in the South Texas Area.

24 A

See less

Account Executive

Michigan Mutual
Jun 2013 – Dec 2013 • 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My recruit, train and give the brokers the necessary tools for sustainability. My relationship wi established by using a 'hands on" approach that utilizes my experience to achieve the des That result is to fund as many loans as feasible. This is accomplished by using integrity, ac and honest expectations. I thrive on the challenge of getting the job done in a professional

See less

Account Executive

First Guaranty Mortgage Corp
Jan 2012 – Jul 2012 • 7 mos • Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work

See less

Account Executive

Caliber Funding
Sep 2011 – Jan 2012 • 5 mos • Houston, Texas Area

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive p state of the art technology. Positioning to be in the top 3 by 2012.

See less

Education

Ashworth University

Associate's degree, Criminology
2005 – 2014

Featured Skills & Endorsements

Mortgage Lending · 35 — Alexandra Díaz Martínez and 34 connections have give endorsements for this skill

FHA · 34 — Rick Rogers Sr. and 33 connections have given endors skill

Loans · 26 — Alix Kee and 25 connections have given endorsements

View 17 more

Accomplishments

1 Course
Continuing Education Courses

See more

Following

HousingWire
3,322 followers

Michigan Mutual
925 followers

Radian
4,824 followers

Pulse
1,418,922 followers

Caliber Funding
2,868 followers

Ashworth College
23,994 followers

See more

1:3

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

1st degree connection1st
Lucy (Ribbe-Miles) Devore
Mortgage Solutions of Colorado
Michigan Mutual Ashworth University
Spring, Texas 369 369 connections
Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. Working with Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique lender that service our loans. MSF offers delegated, non-delegated correspondent lending, hobby farms and we built our company on FHA and VA loans. Our Conforming Gold product will allow you to use the findings that are provided without overlays. We can help loan officers with products on loans to allow you a higher closing percentage. My relationship with you will provide a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to have closed loans. This is accomplished by being accountable and prividing honest expectations. I thrive on the challenge of getting the job done in a professional manner. I have maintained an edge in the industry by keeping current with all changes and regulations thereby making sure my loan officers and processors are placing their loans wisely and pursuing viable business for sustainability in todays market.
Highlights

Candy Andrews Lewis
21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Michigan Mutual
Senior Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Present Employment Duration 3 yrs 8 mos Location South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspondent Relationships in the South Texas Area.

Michigan Mutual
Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Dec 2013 Employment Duration 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My mission is to recruit, train and give the brokers the necessary tools for sustainability. My relationship with brokers is established by using a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to fund as many loans as feasible. This is accomplished by using integrity, accountability and honest expectations. I thrive on the challenge of getting the job done in a professional manner.
First Guaranty Mortgage Corp
Account Executive
Company Name First Guaranty Mortgage Corp
Dates Employed Jan 2012 – Jul 2012 Employment Duration 7 mos Location Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work!!!
Caliber Funding
Account Executive
Company Name Caliber Funding
Dates Employed Sep 2011 – Jan 2012 Employment Duration 5 mos Location Houston, Texas Area

She was terminated because of my Pennymuel loan before I got it closed. I thought they blamed her for something they did.

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive pricing and state of the art technology. Positioning to be in the top 3 by 2012.
Education

Ashworth University
Ashworth University
Degree Name Associate's degree Field Of Study Criminology

x5

Dates attended or expected graduation 2005 – 2014

Featured Skills & Endorsements

Mortgage Lending See 35 endorsements for Mortgage Lending 35

Alexandra Díaz Martínez and 34 connections have given endorsements for this skill

FHA See 34 endorsements for FHA 34

Rick Rogers Sr. and 33 connections have given endorsements for this skill

Loans See 26 endorsements for Loans 26

Alix Kee and 25 connections have given endorsements for this skill

Lucy has 369 connections
Shuman Majumder
Tim Bliss
JUDY REYNOLDS
Contact and Personal Info
Lucy's Profile and Email
People Also Viewed

Man at Uta Solutions that attempted to reject Castillo using FNMA as his reason I called FNMA proving him a liar

Steven Chavira
Steven Chavira 1st degree connection 1st

VP, Wholesale and Correspondent
Don Orahood
Don Orahood 3rd degree connection 3rd

Bd Member at Hays/HOA Director for BW

Retired at N/A
Hasim Camcioglu
Hasim Camcioglu 2nd degree connection 2nd

Laura Lenager's Husband

Student at Houston Community College
Andreassi George
Andreassi George 3rd degree connection 3rd

Investigative Reporter at Treasure Coast Newspapers
Dylan Sayers
Dylan Sayers 3rd degree connection 3rd

X'le

Student at Metropolitan State University of Denver
Daryl Munk, MBA
Daryl Munk, MBA 2nd degree connection 2nd

Underwriter at Mtg Solutions on Roemer loan - attempted to reject him in FNMA DO. Would & he had to allow me access due to new credit report.

Underwriter at Mortgage Solutions Financial
Brent Hamilton
Brent Hamilton

Regional Office Mnager at Stanley Steemer
Nicki Daniels
Nicki Daniels 1st degree connection 1st

My friend and Office Mgr of 5 yrs. sued by me at Probate.

Sr. Loan Processor at DHI Mortgage
Margo Wrigley
Margo Wrigley 3rd degree connection 3rd

Just spoke w/ Nicki - this is not her - she does not know Tracy Deneen or Don Oakwood

Wholesale AE at Lincoln Mortgage
Michael Falasco
Michael Falasco 2nd degree connection 2nd

Account Executive at Plaza Home Lenders

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions
Sales Solutions
Small Business

Community Guidelines

LinkedIn Corporation © 2017

Questions?
Visit our Help Center.
Manage your account and privacy.
Go to your Settings.

3rd

Don Orahood

Retired at N/A

N/A

Humble, Texas • 7

InMail Connect

Experience

Retired

N/A

Following

N/A
34,967 followers

Pulse
1,418,931 followers

Hasim Camcioglu • 2nd
Student at Houston Community College

Lauralerauigers Husband

Lucy Devore • 3rd
Senior Account Executive

Lucy Devore • 3rd
Account Executive at Michigan Mutual Inc

Andreassi George • 3rd
Investigative Reporter at Treasure Coast Newspapers

He has known her for a while

Daryl Munk, MBA • 2nd
Underwriter at Mortgage Solutions Financial

Underwriter on Roemer

Lucy Devore • 1st
Mortgage Solutions of Colorado

Nicki Daniels • 1st
Sr. Loan Processor at DHI Mortgage

friend and office mgr for me for 5 yrs.

This is Nicki but she left DHI 5+ yrs ago. She does not know Don Orahood.

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

2nd degree connection2nd
Hasim Camcioglu
Student at Houston Community College
Houston Community College
Houston, Texas 28 28 connections
InMail
Highlights

Laura Camcioglu, IAP
1 Mutual Connection

Laura Grainger

You and Hasim both know Laura Camcioglu, IAP

Education

Houston Community College
Houston Community College
Dates attended or expected graduation 2013 – 2017
Ozel ortadogu coleji
Ozel ortadogu coleji

1

T.10

Degree Name Master's degree Field Of Study English Turkish Interpreter
Dates attended or expected graduation 2007 – 2012

Following

Houston Community College
Houston Community College

65,239 followers
Pulse
Pulse

1,418,935 followers
Mobile
Mobile

2,945,671 followers
Media
Media

3,036,711 followers
Healthcare
Healthcare

6,020,064 followers
Your Career
Your Career

6,466,368 followers

See more See more following
Contact and Personal Info
Hasim's Profile
People Also Viewed

Ebone Johnson
Ebone Johnson

Student at Lone Star College
Okechukwu Ibekwe
Okechukwu Ibekwe

Computer Lab Assistant/IT at Houston Community College

Marquel Speed Sr.
Marquel Speed Sr. 3rd degree connection 3rd

Regional Sports Director at YMCA of Greater Houston (Cossaboom & Houston Texans Y)
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Classic Home Financial
Lucy Devore
Lucy Devore

--
Don Orahood
Don Orahood 3rd degree connection 3rd

Retired at N/A
Lucinda DeVore
Lucinda DeVore

Lucy's sister or Mother

Quality Coordinator at Kleen Test Products Corporation
Lucy Devore
Lucy Devore 3rd degree connection 3rd

This is the co Hays just used to do water test

Senior Account Executive
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Michigan Mutual Inc
Julie Harper
Julie Harper

Lady Angela Brown ReMax referred me to - Never closed.

Billing Analyst at LJA Engineering, Inc

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions

7.12

Subject: RE: SILVIO

From: Lucy Devore (Lucy.Devore@mortgagesolutions.net)

To: keystonelends@yahoo.com;

Date: Monday, January 23, 2017 2:12 PM

Yes it is. How do you know him?

Lucy J Devore
Senior Account Executive
713-626-6060

The opinions contained herein are based on a proposed loan scenario presented to us by you. They are non-binding, intended to be informational only.

Sent via the Samsung Galaxy Note® 3, an AT&T 4G LTE smartphone

-------- Original message --------
From: Keystone Lending <keystonelends@yahoo.com>
Date: 01/23/2017 14:08 (GMT-06:00)
To: Lucy Devore <Lucy.Devore@mortgagesolutions.net>
Subject: SILVIO

I didn't know that you knew Don Orahood. Small world.

KRISTY SILVIO
KEYSTONE LENDING CORPORATION
281-825-2851 TEL
888-830-9036 FAX

https://www.howtowinincourt.com/?refercode=SK0025

Confidentiality Note: This communication and the information contained in this email including any documents, files, and/or previous emails attached to it are for the exclusive use of the addressee and may contain non-public, confidential, legally privileged and non-disclosable information intended for the sole use of the designated recipient(s). If the recipient of this email is not the addressee, such recipient is strictly prohibited from intercepting, reading, photocopying, distributing, or otherwise using this email or its contents in any way. Specifically, this communication in its entirety is within the scope of the Electronic Communication Privacy Act, 18 USC 2510 and 18 USC 2511. If you are not the intended recipient or have received this communication in error, please contact the sender immediately by phone or via return email and in either case delete all copies, including attachments, without reading, using, or saving them in any way. Thank you.

Ex 13

4/4/2017 5:04:42 PM
Chris Daniel - District Clerk Harris County
Envelope No. 16269489
By: EVELYN PALMER
Filed: 4/4/2017 5:04:42 PM

CAUSE NO. 2015-76246

KAREN SILVIO	**§**	**IN THE DISTRICT COURT**
PLAINTIFF	**§**	
	§	
VS	**§**	
	§	
HAYS UTILITY SOUTH	**§**	
HARRIS COUNTY WCID #136	**§**	
BIRNAM WOOD-FAIRFAX HOA	**§**	**133RD JUDICIAL DISTRICT**
MICHAEL O'NEAL LAW FIRM	**§**	
WILLIAMS ACMI VENTURES, L.P.	**§**	
ASSESSMENTS OF THE SOUTHWEST, INC.	**§**	
RON HICKMAN,	**§**	
MARK HERMAN, CONSTABLES PRECINCT FOUR	**§**	
CENTERPOINT ENERGY , ET AL.	**§**	**HARRIS COUNTY, TEXAS**
RELIANT ENERGY, ET AL.	**§**	
AMIGO ENERGY, ET AL.	**§**	
RENT-A-CENTER, ET AL	**§**	
SEARS ET AL.	**§**	
JUDGE MIKE WOOD	**§**	
ASSOCIATE JUDGE ANN PATTON GREENE	**§**	
HOWARD REINER, ATTORNEY	**§**	
STEPHAN RUBEN	**§**	
MONICA PETTIGREW SMITH	**§**	
JO-LYNN BOGGAN	**§**	
GARY BOGGAN	**§**	
GARY SILVIO	**§**	
REBECCA WAGLEY	**§**	
JODI WAGLEY	**§**	
JAMES WAGLEY	**§**	
JOSEPH KURTIS SILVIO	**§**	
KENNETH ALLEN SILVIO	**§**	
DUPURE WATER CORPORATION	**§**	
MICROSOFT CORPORATION, ET AL.	**§**	
YAHOO INC., ET. AL.	**§**	
VERIZON WIRELESS LLC ET. AL.	**§**	
HEWLETT PACKARD ET AL	**§**	
AT&T CORP ET. AL.	**§**	
AMERICA'S PREMIER MORTGAGE, ET AL, MONCOR	**§**	
MORTGAGE, ET AL, MID AMERICA MORTGAGE, ET	**§**	
AL, PAM ALLEE AND TOM SCHMIDT, JEFF BODE	**§**	
MORTGAGE SOLUTIONS OF COLORADO, LLC	**§**	
HARRIS COUNTY APPRAISAL DISTRICT	**§**	
SPRING ISD TAX OFFICE	**§**	
PURDUE BRANDON FULLER COLLINS & MOTT LLP	**§**	
LINEBARGER GOGGAN BLAIR & SAMPSON LLP	**§**	

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS §
DOWDELL PUD – MYRTLE CRUZ, INC. §
TEXAS DEPT OF SAVINGS & MORTGAGE LENDING §
RONNIE SILVIO, CAPTAIN MONT. COUNTY SHERIFF §
TONY SILVIO, HARRIS COUNTY SHERRIF'S DEPT. §
MICHAEL SILVIO, MONT. COUNTY SHERIFF'S DEPT. §
HEATHER SILVIO, MONT. COUNTY SHERIFF'S DEPT. §
CASH AMERICA PAWN, ET AL §
CYPRESSWOOD PAWN AND GUN, ET AL §
EZ PAWN, ET AL §
EXTRA SPACE STORAGE §
UNITED STATES POSTAL SERVICE §
INTERNAL REVENUE SERVICE §
OFFICE DEPOT ET AL §
DEFENDANT'S §

AMENDED

SUPPLEMENT TO ORIGINAL PETITION AND FIRST AMENDED RESPONSE TO DEFENDANT'S AMENDED SPECIAL EXCEPTIONS, LEAVE TO FILE LATE THIS RESPONSE AND PLAINTIFF'S THIRD PARTY PETITION TO AMEND PLEADINGS FOR DAMAGES AND TO INCLUDE DISCRIMINATION, ABUSE, AND BULLYING ACTIONS THAT RESULTED FROM A CONSPIRACY TO COVER UP THE WRONGFUL DEATH OF THE DECEASED, SYBIL CHRISTINE SILVIO BY LETHAL INJECTION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, PLAINTIFF, KAREN KRISTINE SILVIO, and files this her Supplement to Original Petition and First Amended Response and Plaintiff's Third Party Petition to Amend Pleadings for Damages and to Include Discrimination, Abuse, and Bullying Actions that Resulted From a Conspiracy to Cover up the Wrongful Death of the Deceased, Sybil Christine Silvio, By Lethal Injection, and in support thereof would show the following:

I.INTRODUCTION

Plaintiff, Karen Kristine Silvio, brings this action for discrimination, abuse and bullying, for illegal and criminal conspiracy to cover up the wrongful death of the deceased, by lethal injection and the resulting damages inflicted, upon Plaintiff by the Defendants, in an effort to cover up the murder of the Deceased, her Mother, Sybil Christine Silvio, and to deprive her of her civil rights secured by the Constitution of the United States and the Texas Constitution. In addition the cause is also for civil conspiracy and fraud, and conspiracy to violate the open Courts provision of the Texas Constitution.

II. DISCOVERY CONTROL PANEL

1. Pursuant to the provisions of Texas Rule of Civil Procedure 190.3, Plaintiff proposes to conduct discovery according to Discovery Control Plan Level 3, and therefore requests this Court to enter a scheduling order that includes a discovery deadline date and a designation of expert deadline.

III.JURISDICTION

2. This Court has jurisdiction over the claims raised in this Complaint under 42 U.S.C. § 1983 and 28 U.S.C. § 1331.

3. Venue is appropriate in the Judicial District Court of Texas under 28 U.S.C. § 1391 as Defendants reside, and acts complained of arose, within the Judicial District Court of the State of Texas.

4. Plaintiff further invokes the supplement jurisdiction of this Court pursuant to 28 U.S.C. § 1367 to adjudicate pendent claims arising under the laws of the State of Texas and seeks recovery under the Wrongful Death and Survival Statutes of the State of Texas as allowed by law.

5. Plaintiff, brings this action pursuant to the Texas Constitution article 1, §§ 3(a), 8 and 9, and 42 U.S.C. § § 1983 and 1985 to redress deprivation of rights guaranteed by state and federal law. This action also seeks injunctive relief.

IV.PARTIES AND SERVICE

1. Plaintiff, Karen Kristine Silvio, is a citizen of Texas and resides in Spring, Harris County, Texas.

2. Defendant, Ron Hickman, is a citizen of Texas, was acting Sheriff of Harris County, Texas, was legally responsible for the actions of his deputies. He may be served with process, by serving County Judge Ed Emmett at 1001 Preston, Suite 911, Houston, Texas 77002.

3. Defendant, Mark Herman, Successor, is a citizen of Texas, and is Constable of Harris County, Texas, is legally responsible for the actions of his deputies. He may be served with process, by serving County Judge Ed Emmett at 1001 Preston, Suite 911, Houston, Texas 77002.

4. Defendant, Judge Mike Wood, Probate Court No. Two (2) of Harris County, Texas duly organized and existing under the laws of the State of Texas, with its principal office located at 201 Caroline, Suite 680, Houston, Texas 77002

5. Defendant, Associate Judge Ann Patton Greene, Probate Court No. Two (2), Harris County, Texas, duly organized and existing under the laws of the State of Texas, with its principal office located at 201 Caroline, Suite 680, Houston, Texas 77002

6. Defendant, Jo-Lynn Boggan, Administratrix of the Estate of Sybil Christine Silvio, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

7. Defendant, Gary Boggan, Administratrix of the Estate of Sybil Christine Silvio, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

8. Defendant, Gary E. Silvio, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

9. Defendant, Rebecca A. Wagley, is a citizen of Harris County, Texas, and may be served by process at Hegwood & Assoc. Kimberly A.Hegwood, 1110 Nasa Road One, #450, Houston,Texas 77058

10. Defendant, Donald J. Hays and Robb Clark, of Hays Utility South Corporation, A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process by serving its Attorney, Mills Shirley, L.LP. Charles P. Dunkel, Jr. Susan Price at 3 Riverway, Suite 100, Houston, Texas 77056

11. Defendant, Don Orahood, Director, of Birnam Wood Fairfax Homeowners Association, Inc whose registered agent is Williams ACMI Ventures, LP (dba ACMI) at 12603 Louetta Road, Suite 101, Cypress, Texas 77429.

12. Defendant, Michael O'Neal, Attorney, and may be served by process at 12337 Jones Road, Suite 300 Houston, TX 77070

13. Defendant, Harris County Water Control and Improvement District #136, and may be served by serving Ms. Regina Adams, c/o Radcliffe Bobbitt Adams Polley PLLC at America Tower, 2929 Allen Parkway, Suite 3450, Houston, Texas 77019.

14. Defendant, Williams ACMI Ventures, LP, may be served at 12603 Louetta Road, Suite 101, Cypress, Texas 77429.

15. Defendant, Assessments of the S.W., by serving Mr. Tommy Lee and David Patterson, who may be served by process at #5 Oaktree, Friendswood, Texas 77546

16. Defendant, Sears , whose registered agent is C T Corporation System and who may be served by process at 1999 Bryan Street - Suite 900, Dallas County, Dallas, Texas 75201-3136

17. Defendant Centerpoint Energy, whose registered agent is C T Corporation System and who may be served by process at 1999 Bryan Street, Suite 900, Dallas County, Texas 75201-3136

18. Defendant, Microsoft Corporation is licensed to do business in the state of Texas and may be served by process at Corporation Service Company dba CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218

19. Defendant, Yahoo, Inc., is licensed to do business in the state of Texas and may be served by process at CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136

20. Defendant, AT & T Corp. is licensed to do business in the state of Texas and may be served by process at CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136

21. Defendant, Verizon Wireless (VAW) LLC., is licensed to do business in the state of Texas and may be served by process at CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136

22. Defendant, Mortgage Solutions of Colorado LLC, is licensed to do business in the state of Texas and may be served by process at Corporation Service Company d/b/a CSC Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3136.

23. Defendant, Spring I.S.D. Tax Office, is licensed to do business in the state of Texas and may be served by process at Marianne C. Smith, CTA Assessor/Collector located at 16717 Ella Blvd, Houston, Texas 77090

23. Defendant, Purdue Brandon Fuller Collins & Mott LLP, is licensed to do business in the state of Texas and may be served by process at Jerry Shiever, Attorney at Law, in partnership with Purdue Brandon Fuller Collins & Mott LLP, 1235 N. Loop W. Suite 600, Houston, Texas 77008.

24. Defendant, Linebarger Goggan Blair & Sampson LLP is licensed to do business in the state of Texas and may be served by process at Linebarger Goggan Blair & Sampson LLP, 2700 Via Fortuna Drive, Suite 400, Austin, Texas 78746

25. Defendant, Howard Reiner, Attorney, is licensed to do business in the state of Texas and may be served by process at 3410 Mercer Street, Houston, Texas 77027.

26. Defendant, Stephen Rubin, Attorney, is licensed to do business in the state of Texas and may be served by process at 7322 S.W. Freeway, Suite 2000, Houston, Texas 77074.

27. Defendant, Monica Pettigrew Smith, Attorney, is licensed to do business in the state of Texas and may be served by process at 7314 Timberline Drive, Pasadena, Texas 77505.

28. Defendant, Harris County Appraisal District, is licensed to do business in the state of Texas and may be served by process at Harris County Appraisal Review Board, 13013 N.W. Freeway, Houston, Texas 77040-6305

29. Defendant, Rent-A-Center et al, whose registered agent is C T Corporation System and who may be served by process at 1999 Bryan Street - Suite 900, Dallas County, Dallas, Texas 75201-3136.

30. Defendant, Texas Department of Savings and Mortgage Lending, is licensed to do business in the state of Texas and may be served by process at Texas Department of Savings & Mortgage Lending Division of Licensing, 2601 N Lamar, Suite 201, Austin, TX 78705

31. Defendant, Tony Silvio, is a citizen of Texas, and is currently acting Deputy of Harris County, Texas, is legally responsible for the actions of his deputies. He may be served with process, by serving County Judge Ed Emmett at 1001 Preston, Suite 911, Houston, Texas 77002.

32. Defendant, Ronnie Silvio, Montgomery County, Texas, and is a Captain in the Montgomery County Sheriff's Office. He may be served by serving County Judge Craig Doyal at 501 North Thompson, Conroe, Texas 77301 Suite 401 - Fourth Floor of the Alan B. Sadler Commissioners' Court Building

33. Defendant, Michael Silvio, Montgomery County, Texas, and is a IAD in the Montgomery County Sheriff's Office. He may be served by serving County Judge Craig Doyal at 501 North Thompson, Conroe, Texas 77301 Suite 401 - Fourth Floor of the Alan B. Sadler Commissioners' Court Building

34. Defendant, Heather Silvio, Montgomery County, Texas, and is a Deputy in the Montgomery County Sheriff's Office. He may be served by serving County Judge Craig Doyal at 501 North Thompson, Conroe, Texas 77301 Suite 401 - Fourth Floor of the Alan B. Sadler Commissioners' Court Building

35. Defendant, Texas Comptroller of Public Accounts, is licensed to do business in the state of Texas and may be served by process in Austin, Texas 78711-3528

36. Defendant, Dowdell PUD c/o Myrtle Cruz, Inc. 3401 Louisiana Street, Suite 400, Houston, Texas 77002-0000

37. Defendant, EZ Pawn, A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process at 1991 F.M. 1960 West, Suite D, Houston, Texas 77090

38. Defendant, Cash America Pawn, et al. A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process at 1463 FM 1960 West, Houston, Texas 77090.

39. Defendant, Cypresswood Gun and Pawn, et al. A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served by process at 5653 Treaschwig Road, Spring, Texas 77373.

40. Defendant, Extra Space Storage, A Texas Corporation with its principal place of business in Houston, Texas. Defendant engages in business in the state of Texas and may be served at 25690 Interstate 45 Spring, Texas 77386

41. Defendant, United States Postal Service may be served by process at 2101 Wilson Blvd. Suite 600, Arlington, VA 22201-3078

42. Defendant, Hewlett Packard is licensed to do business in the State of Texas. They may be served by process at 3000 Hanover Street, Palo Alto, CA 94304.

43. Defendant, Internal Revenue Service they may be served by process at Department of the Treasury 1500 Pennsylvania Avenue, NW, Washington, D.C. 20220

44. Defendant, Office Depost Max , they may be served by process at 6600 North Military Trail, Boca Raton, FL 33496

45. Defendant, Amigo Energy, et al, they may be served by process at 5251 Westheimer Road, Suite 10010, Houston, Texas 77056

46. Defendant, Reliant Energy, et al, they may be served by process at 4202 San Felipe Street, Houston, Texas 77027

47. Defendant, Mid America Mortgage, et al and Moncor Mortgage, et al, and America's Premier, et al, Pam Allee, Tom Schmidt, they may be served by process by serving Jeff Bode at 15301 Spectrum Drive, Suite 405, Addison, Texas 75001.

48. Defendant, DupureWater Company, may be served by process at 11321 Windfern Road, Houston, Texas 77064

V. CAUSES OF ACTION

1.KAREN KRISTINE SILVIO, PLAINTIFF brings this Complaint against the named conspirators predicated on Conspiracy to Violate 42 U.S.C. § 1983, Civil Action for Deprivation of Rights, Texas Penal Code Chapter 32 - Fraud on the Court Section 32.45, Texas Constitution, Texas Civil Practices and Remedies Code Sections 71.002-004, Texas Penal Code § 15.02. Criminal Conspiracy, and Amended Pleadings pursuant to Tex. R. Civ. P. 63., UTILITIES CODE: It is a felony offense to: Willfully violate the public utility regulatory act or Fraudulently obtain telecommunications services. Conspiring to disrupt public utility services. WATER CODE**:** It is a felony offense to: Willfully violate the regulations on water rates and services.Conspiring to disrupt public utility services. OBSTRUCTION OR RETALIATION: PENAL CODE - TITLE 8. OFFENSES AGAINST PUBLIC ADMINISTRATION - CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE - Sec. 36.06. OBSTRUCTION OR RETALIATION. Discrimination, Harassment and Bullying.

VI. UNDISPUTED FACTS

2. Sybil Christine Silvio, deceased, August 1, 2006, went to the Greenspoint Medical Center for her Dr's. Appointment, with Dr. Jeffrey Robert Kelley, M.D.D.O., on May 23, 2016, for her "regular" semi-annual

checkup. She picked up her prescriptions on May 28, 2006 and again on June 7, 2006, that were unchanged from the medications previously prescribed, by her Dr.. Decedent called for Plaintiff to come home on June 7, 2006 and Plaintiff called Montie and Kevin Hyden (brother in law and nephew) to meet the ambulance there.

3. The ambulance medical team and the Dr's at the hospital both confirmed that there were no indications of heart problems. The Death Certificate, however, shows a five (5) year history of COPD and Congestive Heart Failure.

4. Decedent had Allergies and Asthma dated back as a child, however, the symptoms, medications and treatments are very similar to that of COPD. In review of Deceased prescriptions for Asthma there were some medications that she took that was for high blood pressure caused by her asthma. How can a person be diagnosed with COPD and Congestive Heart Failure for the last 5 years and yet has not been in a hospital for any related problems since 1988? Eighteen Years!

5. Decedent has not had any problems or attacks of any kind (asthma or otherwise) since 1988. She entered the Houston Northwest Hospital in 1995 with an intestinal flu and instead of getting better she ended up contracting C Diff (*Clostridium Difficile Colitis*) as a result of being in the hospital. Decedent had been in the hospital approx. 2 months when Dr. Siddiqui proposed a lethal injection at that time. Plaintiff informed Dr. Siddiqui and the Hospital Administration that she was going to lifelite Decedent to a hospital in downtown Houston. That being said Decedent, within just a few days, was much better and on her way home with Plaintiff. That would be eleven years ago. Listing these causes of death is a Conspiracy to cover up for this lethal injection that took her life. Had Plaintiff been made aware of their intentions, as opposed to keeping her in the dark, where Decedent's (her Mother's) health was concerned, she would be alive today.

6. Likewise, Decedent had never been prescribed any medications for Congestive Heart Failure. She took two medications for high blood pressure caused by asthma. Asthma is similar to COPD and could be a factor in heart failure. However, when one factors in that Decedent had not had any attacks in the past 18 years then it is safe to say that she did not just one day die of it, without having some kind of current symptoms. Plaintiff's Father died with Congestive Heart Failure in 1987. Her Father never went to the hospital that Plaintiff was not right there with her Mother and Father, spending every night in the hospital with them, never leaving their side. Plaintiff knows the symptoms of congestive heart failure. He passed away within 5 years of being diagnosed and every day was a painful struggle just to breathe. He could not

walk from the front door to the mailbox without an oxygen tank. He would get out of the hospital and within 2-3 days he was right back in the hospital. For 5 years Plaintiff watched the slow death of her Father. Likewise, Plaintiff has two sisters with COPD – both have spent many weeks in the hospital as a result of it. It has taken the life of one Sister already.

7. Plaintiff does not believe that Dr. Siddiqui and Dr. Kelley, the Nurse that administered the lethal injection, or the Hospitals that allowed it all, agreed to commit this murder based on the orders of Jo-Lynn Boggan, alone. Plaintiff believes that the authorization had to have come from Judge Mike Wood, or Howard Reiner, Attorney, Monica Pettigrew Smith, Attorney or Stephan Ruben, Attorney, and in an attempt to throw Plaintiff off and keep her from pursuing a charge of murder against them was the reason Judge Mike Wood, et al., orchestrated such a mean and vile conspiracy, placing himself as the "Hub" in the " Conspiracy". Just as Plaintiff's siblings Attorney's did. Howard Reiner, Stephan Rubin and Monica Pettigrew Smith has advised them from the beginning.

8. Texas Law prohibits Euthanasia or Assisted Suicide. Euthanasia referred to as "mercy killing" is defined as an intentional act of taking or permitting the taking of a person's life, generally for health reasons. Assisted suicide is defined as a patient is given the means by which to take his own life. *Texas Health and Safety Code, Section 166.45-51* states that, in Texas, euthanasia is not condoned or authorized. Further, any act or omission that works toward a person's death is also illegal, except for allowing a person to die naturally without interference.

9. Decedent entered into the hospital as a result of a panic attack and should have been released to go home, instead within 60 days she was dead.

10. The Death Certificate does not show any terminal illnesses except for the "Rupture of Myocardium" - 15 minutes – which was caused by the lethal injection. *A "Rupture of Myocardium" is a laceration or tearing of the wall of the ventricles or atria of the heart, of the interatrial or interventricular septum, or of the papillary muscles. It is most commonly seen as a serious sequela of an acute myocardial infarction (heart attack)." Very Rare. A heart attack is not listed on the Death Certificate.*

11. Plaintiff, at Decedent's request, asked for a copy of all medications given, or to be given, to her Mother listed on the hospital charts. Plaintiff and her Mother, had already began the process of elimination when her life was taken by lethal injection. Decedent knew without doubt that someone was attempting to take her life.

12. Plaintiff has found in Decedent's purse five (5) list of her medications from the past to current. One of those lists was the chart Plaintiff had requested from the hospital. Sybil Christine Silvio had found the medications that had been added to the list of previous medications she was prescribed, prior to entering the hospital. Three of the "new" medications listed were Potassium Chloride, Sodium Chloride and Morphine, also known as the "three drug cocktail" for execution by lethal injection. Plaintiff and Decedent had been determined to find out what was causing her health to deteriorate after taking her medications, and she found them. Unfortunately, too late.

13. In review of Sybil Christine Silvio's last 6 months of her life one would find that she was nowhere near, psychologically or physically, ready to die. Rather she was going to the stores for makeup and groceries, paying her bills, going to the Dentist, going to church and to her game days at church and going to get her hair and nails done on a weekly basis. This was her life, right up until going to her routine Dr's. appointment May 23, 2006.

VII. CONSPIRACY CONNECTION

The connection between the death of Decedent and this lawsuit is thru the relationship of Probate Judge Mike Wood, and Associate Judge Anne Patton Greene, presiding over the Decedent's Probate case and Constable Mark Herman and previous Constable Ron Hickman including a connection between Rebecca Wagley, sibling,(Jo-Lynn Boggan and husband Gary Boggan and Gary Silvio siblings and siblings children, Jodi Wagley, James E. Wagley, Joseph Kurtis Silvio and Kenneth Allen Silvio) who was previously employed by the Harris County Sheriff's Office who came to know Constable Mark Herman and previous Constable Ron Hickman. Their Attorney's, Howard Reiner, Stephan Ruben and Monica Pettigrew-Smith who advised them both prior to probate, during and after.

Constable Mark Herman and previous Constable Ron Hickman to Michael O'Neal, Attorney representing Birnam Wood –Fairfax HOA, Director Don Orahood and ACMI, who met with, discussed, and agreed to transfer the contract between the Homeowners of Birnam Wood-Fairfax and Constables of Precinct Four to be between Hays Utility South and Constables of Precinct Four without notification and/or authorization from the homeowners of Birnam Wood Subdivision. **SEE ATTACHED EXHIBIT "A"**

Then the obvious connection of Harris County Water Control and Improvement District #136, Assessment of the Southwest, Purdue Brandon Fuller Collins & Mott LLP, and Linebarger Goggan Blair & Sampson LLP, taxing authorities and the Harris County Appraisal District as well as Dowdell PUD and Texas Comptroller of Public Accounts.

Further pleading, Greg Pavlicek, employee of Centerpoint Energy and Board Member to Hays Utility South who was successful in orchestrating the problems mentioned at Plaintiff's home and the incident at Sears where Plaintiff was attempting to purchase several appliances.

Further pleading, Plaintiff experiencing computer crashes in 2014, 2015 and threatened by Microsoft in 2016. Plaintiff received a letter confirming that her email account was hacked into putting her and her clients at great risk and Verizon, who has now acquired Yahoo, whom she had a business cell phone with for over 20 years, disconnected and released to another place of business without Plaintiff's authorization thereby putting Plaintiff in great financial difficulties not to mention giving her Clients, she had worked to obtain over the past 20 years, over to that of another. **SEE ATTACHED EXHIBIT "B"** AT&T whom she was forced to have a Lawyer call to address the constant harassment and to inquire as to the invoices received, that were consistently in error, with charges imposed against her for items she did not request.

Further pleading, Plaintiff learned that the problems she had been having for several years, which first began with America's Premier Mortgage, Pam Allee and Tom Schmidt, with whom Rebecca Wagley and her daughter Jodi Wagley, worked together at Quotemearate.com, including Jo-Lynn and Gary Boggan's long term connection and relationship with Plaintiff's client, Evelyn Doss, that contributed greatly by conspiring in the delays in getting her clients closed (she is a Mortgage Broker), and later Plaintiff would find, on the 23rd of January, 2017, was due to a connection between her Representatives with Mortgage Solutions and Don Orahood, HOA Director for Birnam Wood Subdivision and Board Member with Hays Utility South which may also include her siblings as well . **SEE ATTACHED EXHIBIT "C"** America's Premier sold to Moncor Mortgage who is connected to Mid America Mortgage, all owned by Jeff Bode. Plaintiff closed all loans with Moncar Mortgage name.

Plaintiff turned all this into the Texas Department of Savings and Mortgage Lending and was surprised when they did nothing. However, later, the Texas Department of Savings and Mortgage Lending suspended Plaintiff's license for late filing of reports. They, along with NMLS, made claims of filing a lien against Plaintiff even though she proved, with a letter from the Post Office, that there were problems in receiving her mail. Plaintiff paid the $1,400.00 lien, even though she greatly disagreed, and her license was withheld an additional six (6) months without cause. NMLS also joined in by changing their definition of the validity of the license in the beginning of the year. Plaintiff's license were held for almost a year for a lien that she never received and lead to believe by NMLS that no problems existed. **SEE ATTACHED EXHIBIT "D"**

Later Plaintiff realized the connection between the Texas Department of Savings and Mortgage Lending when Ronnie Silvio made the comment to her about her license being suspended. There was no reason that Ronnie Silvio should have known this information. This comment was at the same time that he made Plaintiff aware that Tony Silvio(with Harris County Sheriff's Dept). had everything to do with her personal belongings that came up missing with Cash America Pawn, EZ Pawn, Extra Space Storage and her gun at the Cypresswood Pawn and Gun Shop. Plaintiff had been in constant contact with each shop and went in to make her payments when she found that everything had been sold. Plaintiff realized thru his other comments that his problem went back to a mortgage loan that Plaintiff attempted to make for Michael and Heather Silvio, (IAD with Montgomery County Sheriff's Dept and Conroe Police Dept.) his son, and could not due to the W2 forms submitted as income.

VIII.CONSPIRACY AND CONVERSION - 2010

Plaintiff has amended her pleadings to include all necessary parties above that have conspired between themselves to engage jointly in the unlawful and criminal overt acts of discrimination, harassment, abuse and bullying, and all other claims listed, against Plaintiff in this lawsuit. Adding the parties and claims to this ongoing lawsuit is necessary in order to award "complete relief".

On two separate occasions, as early as 2009 and again June 2015, Plaintiff was harassed by David Patterson with Assessments of the Southwest, as mentioned in her Original Petition, attempting to deny her water due to unpaid water tax, for one year, as a result of the ongoing property dispute surrounding Decedent's probate lawsuit. The same with Attorney, Otilia Gonzalez, at Purdue, Brandon, Fuller, Collins & Mott LLP who, in previous years, would summon Plaintiff to court over water taxes or school taxes repeatedly, when she was filing motions for a plea of abatement, as her family was still in probate court. Plaintiff repeatedly called Spring ISD Tax Office to inquire about the taxes and after several days, and many calls she was then informed that the taxes had already been paid by Genesis Tax Solutions, a company having no authority to do so. A summons to court, for water and school taxes, unnecessarily, contributed to Plaintiff's financial condition as she was self employed, as a Mortgage Loan Officer. Plaintiff experienced the same like problems with Linebarger Goggan Blair & Sampson, LLP who would continue to invoice Plaintiff for taxes, on a building that she once office'd out of, for taxes that she did not owe, as per Plaintiff's conversation with the appraisal district. **SEE ATTACHED EXHIBIT "E"**

Both of these instances not only contributed their share of constant harassment but also contributed to the conspiracy to cover up the murder of her Mother and to conceal the stroke Plaintiff had on the witness stand in the Probate Court, by causing constant confusion and threats of denying her water, extra charges and penalties, etc.

The probate trial ended December, 2009 in which Plaintiff appealed and was awarded the property via Deed and Assignment of Deed by Chief Justice Sherry Radack in the First Court of Appeals, April 2012. **SEE ATTACHED EXHIBIT "F".** Thru this action Judge Mike Wood lost jurisdiction however, he continues to overstep his power and authority, by attempting to remove Plaintiff from her property, causing disputes and arguments between Defendant's and Plaintiff in an effort to keep Plaintiff from pursuing a wrongful death suit against him, Defendant's, their Attorney's, the Dr's, and Hospitals for the murder, by lethal injection, of Decedent, Sybil Christine Silvio. Just as Plaintiff's siblings were able to go to the Harris County Appraisal District and change the name of ownership to include themselves, in 2015 – long after 2012 when Plaintiff was awarded the property. **SEE ATTACHED EXHIBIT "G".** Plaintiff attempted to question the Appraisal District on who in their office allowed this change and was prohibited from finding out this information and was also prohibited from correcting it. Unless she was willing to go to their office and bring the proper information to do so. Once again, taking her from her job. However, this year 2017, when Plaintiff was served with a tax lien she has also been sent notice of how to correct the ownership information and must do so, within a certain date, by just completing a form, or she will lose her homestead exemption. Why wasn't she given this opportunity when she called? Now is it being provided so that her siblings have the ability to take ownership of the property as a result of a tax lien? Whomever her siblings are working with in this office and conspiring with needs to be removed – perhaps other property ownership games are being played. As a result, Plaintiff's siblings should be required to pay the amounts she lost in the exemption as a result of her illness that kept her from the ability to go to the Appraisal District.

On January 29, 2010, within 30 days after the probate trial ended, Hays Utility South began work to repair a main water line leak. They negligently began in Plaintiff's yard at 23106 Naples Drive, Spring, Texas, 77373. Their negligence was as a result of failing to read the survey that would have revealed that the line was in her neighbors yard, as fully explained in her original petition.

As a result of the massive hole that was dug, at the negligence of Hays Utility South, Plaintiff's five 80' to 100' Pine Trees began to die, within the next two years. This caused a constant harassment by the HOA Director, Don Orahood, who eventually had Michael O'Neal, Attorney representing HOA and ACMI, Management Company for HOA, file a lawsuit against Plaintiff regarding the dead trees. Don Orahood, also a Board Member of Hays Utility South and Harris County WCID #136 would refuse to agree to pay for the damages caused by the negligence of Hays Utility South and Harris County WCID #136 to Plaintiff's property. At the same time, Don Orahood, acting as HOA Director for Birnam Wood Subdivision, was sending her threatening letters to remove the dead trees via ACMI and at the approval of Michael O'Neal, Attorney representing the HOA and ACMI. This is when Plaintiff was informed that Don Orahood had also transferred the Contract between the homeowners of Birnam Wood-Fairfax and the Constables of Precinct Four to Hays Utility South, without authorization or discussion with the homeowners. This is a conflict of interest. **SEE ATTACHED EXHIBIT "H".**

Plaintiff was recently informed by Tracy Scott with Dowdell PUD, that there are funds owed to her by Harris County WCID #136 on a deposit refund from February 23, 2009 on 23102 Naples Drive. Since 2014, and every year thereafter, Plaintiff has sent an extreme amount of paperwork proving that she is the owner of 23102 Naples Drive, however, the Texas Comptroller of Public Accounts refuses to release the funds to her as a result of the errors made by Attorney, Regina Adams representing Harris County WCID #136, according to Tracy Scott, Dowdell PUD. Plaintiff has had ongoing conversations with Attorney Adams as late as February 2017, unfortunately the only advice that Attorney Adams has for Plaintiff is to send more documents to the Texas Comtproller of Public Accounts even though she is fully aware that she is the one that needs to make the necessary corrections in order for Plaintiff to received money that is owed to her, thus far, for eight (8) years. **SEE ATTACHED EXHIBIT "I"**

In 2009 Plaintiff filed her tax returns thru a Neighborhood program. She was assigned a man that had previously worked for the IRS, or so she was told. Before she knew it the money that she should have received for overpayment she never received. She went to the office of the Neighborhood program and they apologized saying that he was let go because he had been caught doing this. To go to the IRS for assistance. Plaintiff went to the IRS in 2014 (after several years of waiting and talking on the phone to the IRS) the IRS assisted her and made sure that all tax returns were brought up to date and completed and Plaintiff was to receive approximately $13,000.00. The Houston IRS then sent the tax returns to the Dallas IRS and they called Plaintiff and said they received everything but nothing was completed. So Plaintiff sent them copies she had obtained. To this day Plaintiff has still never received her refunds. **SEE ATTACHED EXHIBIT "J".**

From 2012 to 2016 Plaintiff has had problems receiving her mail from the Post Office on Wunche Loop. She has talked with several at the post office and they seemed oblivious to everything. Plaintiff finally reached the Post Master and she said that she would receive her mail and she took care of the problem never telling Plaintiff what the problem was. Shortly after this Plaintiff was cursed out by her Post Man. Plaintiff went back to the Post Master and again she apologized about this and said she would take care of it. Plaintiff began to research and found that a lady with the last name of Hickman had worked for that Post Office and had just recently been transferred. Plaintiff then received a very large box of mail that had been kept by the Post Office in early 2015. For a while now Plaintiff has had no problems until the new year (2017) and Plaintiff is now realizing that she is not receiving her mail again as she should. **SEE ATTACHED EXHIBIT "K".**

In 2012 Plaintiff realized that she was not receiving her mail on a daily basis, if at all. She found that most of what she should have been receiving from the Courts, the IRS and other legal entities was not being delivered. Although Plaintiff inquired with the Post Office she continued to receive denials. In 2016 she received a large box from the Post Office full of mail that she had never received.

On July 11, 2015 Plaintiff would receive a call from Robb Clark, Manager for Hays Utility South, regarding a "major" water leak, in her front yard. However, it was on this very day that Plaintiff and 2 friends were moving heavy furniture into her home, stepping within the perimeters of her water meter, which is where he indicated the leak was coming from. As per her ongoing conversations with Robb Clark he said he was "required" to turn the water off until the leaking pipe was repaired, which so far as Plaintiff is aware, he did. For the next three days Plaintiff, as a result of no water, was forced to bring water in from another source, outside of her home. Therefore, Plaintiff was confused and shocked when she received an invoice for $923.00 for water when it was supposed to be off. Based on these facts Plaintiff refused to pay the water bill. Unfortunately, her water remained off for the next three months while she was steadily calling for Donald Hays and receiving no return calls. Her last message was left with Robb Clark. **SEE ATTACHED EXHIBIT "L".**

September 2, 2015 was the beginning of an ongoing problem with Centerpoint Energy which Plaintiff was informed by an employee of Centerpoint Energy that Greg Pavlicek, (also a Board Member of Hays Utility South), was part of this electrical problem of an attempt to burn down Plaintiff's home. Listed below is a contrast between games played by Hays Utility South, the HOA (Don Orahood, Director, represented by Michael O'Neal, Attorney, and ACMI Management for HOA) and Centerpoint Energy who have conspired in harassing and bullying Plaintiff, abusing her and her property: **SEE ATTACHED EXHIBIT "M".**

A. On September 2, 2015, Plaintiff experienced power surges and loss of electricity, to her home, and called Centerpoint Energy. They came out, checked and reported that she would have to replace her breaker box. From September 2, 2015 until May 14, 2016, Eight (8) months, Plaintiff had only partial electricity flowing through her home. She was unable to use electrical outlets higher than 150 amps which meant no hot water heater, no washer/dryer, no stove/oven, no refrigerator etc.

On September 8, 2015, she was invoiced $923.00 for this "alleged gushing water leak" by Hays Utility South Corporation. Having witnesses that there was no water leak and as a result of her conversation with Robb Clark stating that he was required to turn her water off, Plaintiff refused to pay this invoice and from September 29, 2015 until December 22, 2015 Plaintiff was denied water to her home. (Please keep in mind that Plaintiff had just had to go without water for 8 months just 5 months prior to this). As stated in her original petition, Plaintiff was informed by Robb Clark, Client Manager of Hays Utility South, that the pipe that required repair, was her property and therefore she would need to call a Plumber to repair her pipe. He informed her that her water would be turned off until the pipe was repaired. Plaintiff called Robb Clark, on the evening of the 3rd day, to inform him that her Plumber would be at her home the following morning to repair the pipe. However, when her Plumber arrived at 9:00 a.m. he found that her pipe had already been repaired, in the middle of the night, as admitted by Robb Clark. Plaintiff's pipe that was repaired was taken off her property prior to inspection by Plaintiff's expert plumber. **SEE ATTACHED EXHIBIT "N".**

B. On May 17, 2016 Plaintiff notices a Centerpoint Energy worker in her backyard. (Please note that is only 3 days after the breaker box was repaired in "A" above). At approximately the same time her power surged, once or twice. Plaintiff stepped out into her patio, asked if there was a problem and he said he was there to see why she had no electricity. Plaintiff corrected him that she did have electricity. He argued and asked her to step over to the meter and he would prove it and she invited him into her home for the experience of seeing it for himself. Then he asked Plaintiff if she knew a "Greg Pavlicek". Plaintiff answered "no why?" He said "he is on the water board for the Harris County WCID #136." Plaintiff said "and?" He said " I was just wondering if you knew him that's all". Nothing else was said. Plaintiff would later find that Greg Pavlicek was not only on the Water Board for Hays Utility South but he also worked for Centerpoint Energy, as a Journeyman. **SEE ATTACHED EXHIBIT "O".**

The worker then went behind her neighbors fence and came back telling Plaintiff that her underground electrical wires is what caused her to lose power (Plaintiff had not lost power) stating "therefore this will all have to be replaced." Plaintiff explained that Centerpoint had previously said it was the breaker box. Therefore, Plaintiff had the breaker box completely restored and the job was completed, by her Electrician, on May 14, 2016. Now, 3 days and $850.00 later, Centerpoint Energy *happens* onto her property, *unannounced, unsolicited* and attempting to prove that Plaintiff was without electricity when she was not. Further diagnosing "the problem" to be that of her underground wiring system which is an expense somewhere in the vicinity of $3,500.00.

"Kevin" said he worked out of the Humble, Texas office and left Plaintiff his name and employee number. Plaintiff asked "Kevin" who called him to her home and he said that the "smart meter" had alerted him. It has been confirmed with Centerpoint Management that this would not be possible. Replacing the underground electrical wiring is a major expense, therefore, Plaintiff was forced to sign a contract with Centerpoint Energy to have an above ground electrical bypass installed costing her $261.00 per month (over and above her monthly electrical charges) until the underground electrical wiring was replaced. Since "Kevin" cut off her electricity, while on sight, giving Plaintiff no warning and no other choices, in fact, refusing to allow the electricity to continue as is, until she could at least get another opinion, Plaintiff had no alternative but to sign the agreement.

On May 28, 2016, Plaintiff purchased appliances from Sears and during the end of the transaction, the electricity began to surge so much that the transaction could not be completed and Plaintiff had to return the next day to sign the bill. Then when her refrigerator was delivered, instead of hooking up the water/ice, they pinched the pipe causing the water to pour out onto her wall for 4 months, as she continued to call Sears dozens of times to report that it was not in working order. Having had several conversations with so many in the Sears store over this ongoing issue, Plaintiff was made aware that the surge of electricity on the day of her purchase, was as a result of a game played against Plaintiff by Greg Pavlicek and "Bill" the Mgr of the Sears Store. She was also informed that Acceptance Now, who was only at Conn's Appliance next door to Sears, ***was staged*** at Sears on this day, knowing from previous conversations that Plaintiff would be in the store because of the BIG SALE on May 28, 2016. **SEE ATTACHED EXHIBIT "P".** As a result of the serging electricity and having to come back the next day for receipts, etc Plaintiff never received any documentation of her purchase and now finds that she owes $2,000.00 est more then she did when she originally purchased. They were never at "Sears" only for Plaintiff's specific transaction. Further pleading, as a result of this "game" Plaintiff's wall and cabinet is molded and mildewed and needs to be replaced. Sears has sent out 5 different men to Plaintiff's house to assess the damages. In recent conversation with Emma Compos, Sears, she stated the delivery service was not a part of Sears even though they answer their phone "Sears" and their ID caller is "Sears" and the delivery service is wanting to send out another person to assess the situation even though the last 3 men were sent by the delivery service she is making reference to. Plaintiff explained that she was a previous rape victim and was not comfortable with any more people coming to her home and she was informed by Ms. Compos that she was not concerned with Plaintiff's personal life that everyone has bad and good things happen in their lives and Plaintiff just needs to get over "It". The invoice to make the repairs is attached. **SEE ATTACHED EXHIBIT "Q".**

November 26, 2016, Plaintiff noticed dryer lent coming up the side of her wall and peered over the dryer to find her floor filled with lent as a result of Sears never hooking up the hose, she was required to purchase and pay extra for the hose if she was expecting installation at the time of delivery. Plaintiff now realizes that this is the reason for her constant cough and shallow breathing and the reason her dogs are also coughing. This dryer is located in her utility room which is right off the kitchen and living room, with a semi-open floor plan which makes it possible for this heat and lent to go thru the entire house. Plaintiff ended up having to go to the Dr's office with Bronchitis and an infection and was very sick for 2 weeks. Then again to the Dr as a result of the infection not being completely clear. Plaintiff purchased a freezer, washer, dryer and refrigerator and is now concerned that none of them are working properly, which could also cause a low life expectancy of each appliance. As of February 1, just 9 months after her purchase, she has found that the motor of her ice maker in her new refrigerator is out.

C. On June 19, 2016 at 10:40 p.m. Plaintiff's electricity went off. Plaintiff finding that no one in the subdivision was without lights but her, called Centerpoint Energy. A Centerpoint worker arrives at approximately midnight, speaks to Plaintiff saying "I bet you didn't even know you were without electricity". Confused by the comment, Plaintiff responded that "yes she did, that she was the one that requested he come out". A couple of hours later Plaintiff is still without electricity and goes outside for status and all her equipment is off her house and laid out on the ground but the Centerpoint Energy worker had left. She called Centerpoint Energy to find there were no records of her call regarding her outage and the Centerpoint Energy worker, they sent out, found that whatever happened caused her house to catch on fire which was the reason her equipment was laid out on the ground. Plaintiff had to partially move out of her home for two days, into a hotel, and was instructed by Centerpoint Energy that since this was her property it was her responsibility to have an Electrician come out and now replace the "meter can" that holds all the wiring from the underground electrical bypass wiring (or now in Plaintiff's case the meter can was holding all the above ground bypass electrical wiring that belongs to Centerpoint Energy) the meter can also holds all the electrical plugs and wires from the breaker box that had been replaced as well. Everyone that Plaintiff continued to speak with continued to state that she had never placed a call for service but that they just "sent" someone out on their own regardless that she kept assuring them that her call had been recorded by her. Plaintiff never found out the reason for this detail unless it was people connected to "Kevin" to prove that the smart meter did notify them, which she once again verified that this was an impossibility by their upper Management.

However, before Plaintiff could reach her Electrician to come out and replace the "meter can", Centerpoint Energy had their own Electrician come out and replace the meter can themselves, taking Plaintiff's old meter can (her property), with them, prior to inspection, by Plaintiff's expert electrician. The same act as Hays Utility South and/or Harris County Water Improvement District #136 had done with their plumber on this "alleged gushing water leak".

Currently there is an investigation pertaining to the electrical issues since, the same problem occurred even after the breaker box was restored, and after the above ground bypass was installed and the house caught fire, which only occurred after Centerpoint Energy appeared on the property, mentioning the name of Greg Palvachek, Journeyman for Centerpoint Energy and Board Member with Hays Utility South/Harris County Water Improvement District #136, unsolicited and unannounced.

D. On Friday, July 22, 2016, Plaintiff finding Defendant Hay's Utility South's Technician "Eugene" in front of her home sitting in his truck therefore she stopped to ask if there was a problem in which he, "Eugene," replied "no that he had only stopped to use his phone". However, Plaintiff, and a friend that accompanied her, then realized that her cover to her meter had been removed and was in the back of "Eugene's" truck. When Plaintiff questioned "Eugene" about this to be sure there was no problem with her meter etc., he responded that he was not sure how the cover to her meter had ended up in the back of his truck but assured her there was no problem with her water or meter or pipes or anything.

Later on the same day, July 22, 2016, at approximately 4:30 – 5:00 p.m., Plaintiff would receive a termination notice of her water from Defendant, dated July 19, 2016. Plaintiff knowing she had made her June payment, knew this must be a mistake and proceeded to contact Defendant's office for clarification, however, due to the time, found their office to be closed.

She then placed a call to Defendant's Client Manager, Robb Clark, who proceeded to tell her to pay the bill but to take it up with the office on Monday and he too would look into it on Monday morning. Unfortunately, as Plaintiff explained this was impossible as she was waiting for a deposit to clear her bank before she could use the funds in her account. This deposit was originally held up due to a delay in getting a loan closed and funded with Mortgage Solutions, Lucy Devore, Representative whom Plaintiff has recently found to be linked to Don Orahood, HOA Director of Birnam Wood Subdivision and Water Board Member with Hays Utility South and Harris County WCID #136.

Later she realized that the bill in question is one she had yet to receive. Once the bill was faxed to Plaintiff, by "Ashley", there were increases on several fees that were questionable and, to date, has been unable to get both "Ashley or Jessica" at Hays Utility South Corporation to explain them to her. Plaintiff also left message on the same day for Robb Clark for explanation of the charges, however, he has never returned her call.

Plaintiff explained her dilemma to Ashley (about the problem with her bank) and that she was glad to have the 10 days notification time to take care of it. The termination letter was dated July 19, 2016. However, Ashley wanted to allow Plaintiff an extension of two (2) days, explaining that they do allow a one time, per year, extension to everyone. Plaintiff gratefully accepted this but pointed out that an extension would not be necessary given the fact that she is allowed an automatic 10 days notification from the date of the Termination Letter, pursuant to Texas Administrative Code. Ashley asked Plaintiff to hold and returned to inform her, that per her conversation with Robb Clark, Plaintiff is required to pay the $87.00 (est.) by 4:00 or her water would be cut off the next morning at 8:00 a.m. Plaintiff questioned her about the 2 days extension time and/or the 10 day notification time but she was informed that according to Robb Clark she was not entitled to either.

Plaintiff then received a call from a person at the Texas Commission on Environmental Quality, that was attempting to assist Plaintiff by talking with Hays Utility South Corporation, she said that according to her conversation with "Ashley" they were acting in accordance with the instructions of the Clerk of the Court in denying Plaintiff water. Plaintiff called and spoke with Ms. Evelyn Palmer, Clerk of the Court, who stated that she had spoke to no one and gives no one directives.

Plaintiff was not allowed to have 10 days notification or a 2 day extension. Plaintiff's water was turned off at 4:00 and Plaintiff paid the water bill the next morning and was charged $300.00 for an $87.00 water bill. According to the conversation with Ashley she was discriminated against where the 2 day extension is "normally" offered to everyone and was also discriminated against according to the Texas Commission on Environmental Quality and per the Public Utility Commission as well. Plaintiff has attached a copy of her disconnect notice. **See Attached Exhibit "A".**

August 2016 Plaintiff paid her bill over the phone to Amigo Energy and found a month later that they had stole $586.00 out of her bank account at the same time that they took the money out for her payment. These are the same like experiences she had with Reliant Energy, being overcharged, then turning off her electricity even though she had paid on the day of a meeting with her Bankruptcy Court.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Administrative Code	
TITLE 30	**ENVIRONMENTAL QUALITY**
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 291	UTILITY REGULATIONS
SUBCHAPTER E	CUSTOMER SERVICE AND PROTECTION
RULE §291.88	Discontinuance of Service

(a) Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A) the words "termination notice" or similar language approved by the executive director written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges;

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the executive director;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility's local office;

(F) the total past due charges;

(G) all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

PUBLIC UTILITY COMMISSION OF TEXAS -- Water and Sewer Substantive Rules

Chapter 24 Rules - SUBCHAPTER E – CUSTOMER SERVICE AND PROTECTION CHAPTER 2

4. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS .

Subchapter E. CUSTOMER SERVICE AND PROTECTION.§24.88-1 effective 9/1/14 (P 42190) §24.88. Discontinuance of Service. (a)Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

(A)the words “termination notice” or similar language approved by the commission written in a way to stand out from other information on the notice;

(B) the action required to avoid disconnection, such as paying past due service charges,

(C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the commission;

(D) the intended date of disconnection;

(E) the office hours, telephone number, and address of the utility’s local office;

(F) the total past due charges;

(G)all reconnect fees that will be required to restore water or sewer service if service is disconnected.

(H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

(i) that failure to pay past due sewer charges will result in termination of water service; and

(ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

October 2016, in conversation with her neighbor Plaintiff was made aware that as a result of him not making his payment for the previous two (2) months his water was turned off. However, Robb Clark agreed to waive all late fees and turned his water back on immediately, as per the instructions from the Board Members. At the same time Robb Clark, took it upon himself to come over and turn his water on, and in the process discovered a water leak. Robb Clark then proceeded to dip the water out of the meter box for about 45 minutes but could not find the leak. Plaintiff's neighbor waited seven days for Robb Clark to send their technician out to determine the fault of the leak and found that the leak was not from Hays Utility South pipe. Therefore, Plaintiff's neighbor called a Plumber who repaired the pipe for $300.00 (3 different leaks). According to Robb Clark and Plaintiff's neighbor, Robb Clark said not to worry that he would make sure he also received a credit to assist him in the payment to his Plumber, knowing that the faulty pipe lied with Plaintiff's neighbor's pipe and not with Hays, however, they reimbursed him $86.00 anyway.

Plaintiff called Robb Clark about this reminding him that she, unable to work full time, due to being in need of three surgeries, was treated very differently and he said that he does not turn water off and on for customers and Plaintiff reminded him of all the water he had dipped out of her neighbors meter and all he had done for him, and he said it was not the same and hung up in her face. This is gender discrimination.

Plaintiff has recently been informed that her siblings children, James E. Wagley, Joseph Kurtis Silvio and Kenneth Allen Silvio who are all employed by Dupure Water Company, came to know and connect with those at Hays Utility South and Harris County WCID etc., and also contributed to Plaintiff's water problems.

Plaintiff has experienced extreme problems with her computer, landline, cell phone calls, etc. At one time she even had to have a Lawyer call AT&T. She has complained to her network provider AT&T and currently Verizon Wireless. Although they all denied this was happening she knew without doubt that her computer was being hacked into, her telephone calls were being redirected and she was being charged over and above what her costs should be. Verizon Wireless even went so far as to disconnect the cell phone she used in her business for 20 + years and gave her phone number to another place of business. Plaintiff called many times trying to get the number back as a result of their mistake, but they refused. This contributed greatly to her financial problems.

Further pleading, she held a conversation with Management for Microsoft that admitted to the invasion. In January of 2017 Plaintiff called Microsoft to attempt to find out about some changes made on her computer that she did not make and this person convinced Plaintiff that he would need to remote into her computer to fix the problems and it would be free of charge. So she allowed this. At the end of the procedure he asked Plaintiff if she had a flash drive with enough space to hold everything on her computer. She said no. He advised her to buy one and that he would be off the next several days but in the first couple of days of February he would reappear to restore her computer to manufacturers state and he said because it may crash on you!!! We hung up and within days Plaintiff was working and watched at the bottom of her computer the numbers grew to 87% up to 100% thru her Microsoft One Drive - someone had just downloaded her entire computer! She called Microsoft and they denied it all. This person forgetting that he had left a remote tablet, bearing his name, on her computer which she copied and that when he called her back she has the phone number, date and time from her cell phone statements.

On December 7, 2016, she has now received a letter from Yahoo Management (recently acquired by Verizon) admitting there had been an interference by outside parties into her computer getting her banking information, passwords, clientele information etc. Just this passed year alone Plaintiff has had over $3,000.00 stolen from her bank account as a result thereof.

As a result of the virus' that have attached from Microsoft and Yahoo Plaintiff's All in One was damaged and she replaced it with HP All in One. However, it was not long before her line was disconnected and had to remote in a tech support crew with HP to reconnect. The second time that Plaintiff had to have HP remote into her computer it was different then the first time. The first time only took about 30 minutes to reinstall but the second time Plaintiff was told by the "Supervisor" that another person in his office was going to reinstall it and when this person came into the computer he was all over the computer and nothing Plaintiff said was stopping him – there were virus warnings coming up everywhere – he was in her computer for over 5 hours which Plaintiff can prove. Plaintiff has approached HP on several occasions about this and is getting no help in an investigation. This past week HP said that they would extend the warranty on her HP and give her more boxes of ink if that would help however, the issue is the virus in Plaintiff's computer and the fact of all the information and data that was stolen – all of the information for her clients and her own personal information such as drivers license numbers, social security numbers, credit card and banking information. Plaintiff has attempted to get into contact with HP Corporate but she is stopped every time she makes a call. Plaintiff did receive a call from a Supervisor that did not end well when she informed Plaintiff that they would be taking $135.00 from her bank account for running over 6000 copies in 2 months, which just did not happen. Plaintiff told her not to do that verbally and in an email however, she did so anyway. **SEE ATTACHED EXHIBIT "R".**

When Plaintiff had exhausted all avenues of trying to reach someone at the corporate office of Hewlett Packard she began trying to call Office Depot where she purchased the machine. On March 15, 2017 she received a call and email from a Sr. Consumer Advocate that immediately offered to take the machine back and credit Plaintiff's account, even though it was months passed the cut off date, however, Plaintiff explained that the machine was not the problem. The problem was the fact that someone either with HP or they allowed another to hack into her computer when she had called as a result of the "wireless" machine had become "uninstalled". This act compromised her confidential information in her computer of her personal information and that of her clients. As a result Plaintiff would have to inform all clients that their confidential information had been compromised so they can secure themselves which will then compromise Plaintiff future business, referrals and may possible cause her lawsuits not to mention tainted her reputation. She had a Manager call Plaintiff with this new information, which did not go well and Plaintiff has heard from no one since. **SEE ATTACHED EXHIBIT "S".**

Unfortunately, Plaintiff has had major problems getting her loans closed as a Mortgage Broker. She has been using Mortgage Solutions of Colorado, LLC and has excellent financially sound clients. However, every loan has taken her 60 to 90 days to close. Pushing her to the point of not being able to get her bills paid or just to work on other deals for constantly having to appease the Lender when approval was already obtained from FNMA.

Plaintiff has known Ms. Devore since 2011 when she worked with her at Calibur Funding. At Calibur Funding Plaintiff had three (3) loans with Ms. Devore that was also extremely difficult getting them closed and should not have been. There was such confusion and problems that, Plaintiff was told that Ms. Devore was no longer with them. Not long after this Plaintiff met Ms. Devore for lunch where she confirmed that she had been let go but that none of the problems were her fault. Plaintiff believed her.

In 2016 Ms. Devore emailed Plaintiff to let her know that she had gone to work for Mortgage Solutions and Plaintiff began sending her business. The very first loan Plaintiff was told by the Manager Steven Chavira that the loan would be rejected per the FNMA guidelines. Plaintiff, finding this hard to believe, called FNMA and confirmed that this was not correct. The loan went on to closing. With every loan Plaintiff has experienced the same like delays that would delay the loan from closing for 2-3 weeks if not months. The four people have been Steven Chavira, Daryl Muck, Underwriter, Lucy Devore, Representative and Melissa Stevenson in the conditions department.

On January 23, 2017 Plaintiff, stumbling across Lucy Devore's LinkedIn found that we had a mutual connection, Don Orahood with Hays Utility South. Plaintiff then went into Don Orahood's LinkedIn and found three of the four people on his LinkedIn and other Representative connected to loans and Lenders that she had very similar problems in the past. Don Orahood is the person that is conspiring to delay her loans from closing to discredit her. **SEE ATTACHED EXHIBIT "T".**

IX. REQUEST FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION

Plaintiff seeks a Temporary Restraining Order to enjoin Defendants or any of their agents, employees, representatives or assignees from entering and taking possession of the use of Plaintiff's water or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property;

Plaintiff request that this Court grant her a plea of abatement on all taxes as a result of her siblings being allowed to add their names to her property unlawfully located at 23102 Naples Drive, Spring, Texas 77373 and from her HOA dues as first, she is owed more than $2,000.00 for the last 5 + years and as a result of her siblings unlawful entry into the records.

Plaintiff request that Hays Utility South and Harris County WCID No. 136 be held responsible for their slander and defamation of character by Don Orahood. They must be held responsible for the business this has costs her and her relationships with her Lender sources. No one should have the right to bring harm to someone's only source of income and to cause her to be unable to pay her bills, utilities, taxes and for food and living expenses. Plaintiff has no one to depend upon for income other than herself and the business and career she has worked on all her life to have Don Orahood come and destroy it so that he may be able to put her out of her home and purchase it for himself as he has others in the subdivision that he has participated in the loss of their financial support.

Plaintiffs' application for a Temporary Injunction is authorized by Texas Civil Practice and Remedies Code because irreparable injury is threatened, irrespective of any remedy at law.

X. DAMAGES

Texas appellate courts have defined a cause of action as plaintiff's primary right to relief and the defendant's act or omission that violates that right. *Krchnak v. Fulton*, 759 S.W.2d 524, 526 (Tex. App.--Amarillo 1988, writ denied) (citing *Stone Fort Nat'l Bank v. Forbes*, 126 Tex. 568, 91 S.W.2d 674, 676 (1936)). The right to a remedy for an injury is a constitutionally protected right.Tex. Const. art. 1, § 13 (All courts shall be open, and every person for an injury done him, in his lands, goods, person or reputation, shall have remedy by due course of law).

Plaintiff will prove with credible evidence the following elements of recoverable damages: all economic damages caused by the Defendants; exemplary damages; additional damages authorized by the DTPA and Texas Insurance Code because the Defendant's conduct was done knowingly and Intentionally:
mental anguish; interest pre-judgment and post-judgment interest at the highest rate authorized by law: court costs and expenses. Plaintiff requests judgment for these elements of damages, to compensate for past damages, present damages and damages expected in the future.`

XI. CAUSE OF ACTION:

CONSPIRACY:

PENAL CODE - TITLE 4. INCHOATE OFFENSES - CHAPTER 15. PREPARATORY OFFENSE

Sec. 15.01. **CRIMINAL ATTEMPT**. (a) A person commits an offense if, with specific intent to commit an offense, he does an act amounting to more than mere preparation that tends but fails to effect the commission of the offense intended.
(b) If a person attempts an offense that may be aggravated, his conduct constitutes an attempt to commit the aggravated offense if an element that aggravates the offense accompanies the attempt.

Sec. 15.02. **CRIMINAL CONSPIRACY.** (a) A person commits criminal conspiracy if, with intent that a felony be committed:
(1) he agrees with one or more persons that they or one or more of them engage in conduct that would constitute the offense; and
(2) he or one or more of them performs an overt act in pursuance of the agreement.
(b) An agreement constituting a conspiracy may be inferred from acts of the parties.

Sec. 15.03. **CRIMINAL SOLICITATION**. (a) A person commits an offense if, with intent that a capital felony or felony of the first degree be committed, he requests, commands, or attempts to induce another to engage in specific conduct that, under the circumstances surrounding his conduct as the actor believes them to be, would constitute the felony or make the other a party to its commission.

UTILITIES CODE:
It is a felony offense to:
Willfully violate the public utility regulatory act or
Fraudulently obtain telecommunications services.
Conspiring to disrupt public utility services

WATER CODE:
It is a felony offense to:
Willfully violate the regulations on water rates and services.
Conspiring to disrupt public utility services.

OBSTRUCTION OR RETALIATION:
PENAL CODE - TITLE 8. OFFENSES AGAINST PUBLIC ADMINISTRATION -
CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE - **Sec. 36.06. OBSTRUCTION OR RETALIATION.**
(a) A person commits an offense if the person intentionally or knowingly harms or threatens to harm another by an unlawful act:
(1) in retaliation for or on account of the service or status of another as a:
(B) person who has reported or who the actor knows intends to report the occurrence of a crime; or
(2) to prevent or delay the service of another as a:
(B) person who has reported or who the actor knows intends to report the occurrence of a crime.

Discrimination is defined as treating individuals or groups less favorable than others.

Harassment is defined as verbal, physical, or other conduct such as threats, physical force, slurs, bullying, cyber bullying, stalking, discriminatory treatment, or other conduct related to an individual's membership in one or more of the protected categories that has the purpose or effect of:

- Causing a reasonable person to feel humiliated or intimidated;
- Unreasonably creating an intimidating, offensive, or hostile environment.
- Causing a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Bullying is conduct that cannot be objectively justified by a reasonable code of conduct, and whose likely or actual cumulative effect is to threaten, undermine, constrain, humiliate or harm another person or their property, reputation, self-esteem, self-confidence or ability to perform.

Negligent and Negligent Misrepresentation: Defendant knew that when he cut into the roots of Plaintiff's two trees, without treating the trees, it will not only cause the death of the trees and it will most likely cause a disease throughout the yard and adjacent yards as far out as the tree(s) are tall. Defendant knew this so well that when Plaintiff asked if Hays would treat or replace her landscaping as a result of their negligent act he quickly responded that Hays Utility would be willing to replace the trees and any landscaping. The negligence came from not reading the survey prior to digging.

This action also refers to Plaintiff's water being turned off for several months when in fact there was not a water leak of any kind. Plaintiff had witnesses with her on the date and exact time that there was supposedly a "gushing" water leak. Plaintiff has a witness at the time she received the phone call from Robb Clark at Hays regarding the leak in which Plaintiff and her witness drove to her home to witness this water leak and found nothing. The same with the men that was coming to repair the leak. When they arrived the pipe was repaired to the extent that no one knows or will ever know that there was a problem with Plaintiff's pipe. Hays was never given the authority to repair Plaintiff's pipe and will be held responsible for any problems in the future.

Defendant's are guilty of negligence. Defendant's owed a legal duty to Plaintiff to exercise ordinary care in the performance of the services they represented to have performed for Plaintiff's benefit, and the services that they actually performed, which failed to meet the standard of ordinary care. Defendants breached their duty to Plaintiff by failing to exercise ordinary care in the performance of the services they represented to have performed for the Plaintiffs' benefit, and the services that they actually performed, and such breach of their duty proximately caused Plaintiff harm.

Promissory Estoppel: when a person makes a false statement to another and the listener relies on what was told to him/her in good faith and to his/her disadvantage. In order to see that justice is done a court will treat the statement as a promise, and in a trial the judge will preclude the maker of the statement from denying it. This action also applies to both instances.

Plaintiff lived in fear and as a result of their refusal to treat the trees. Plaintiff lost all trees in her back and front yard and her neighbors lost their trees as well.

Plaintiff requested her water be turned off, although she nor her witnesses had seen anything in resemblance to a water leak, she was told the water was off and was billed $900.00 for a "water leak" that continued to pour out two swimming pools of water (the equivalence as to the amount of the invoice) that no one could see but Defendant(s).

Breach of Fiduciary Duty: There is a relationship that was formed many years ago between Plaintiff and Defendant, as there is with all residents. A relationship that one expects the truth from the other. A relationship that is not suspicious of their crew being on their property to the extent of trusting them and their word. This is the reason that Plaintiff agreed to have her water turned off even though she nor anyone of her witnesses seen any kind of a leak. Plaintiff took Robb Clark at his word. She found the men she wanted to repair the pipe, called Mr. Clark with the time and date of when they would arrive, and unknown to her Mr. Clark took it upon himself to have his own person make the repairs without so much as mentioning this to Plaintiff. He had this work completed the night before the morning her men were to arrive.

Likewise, Plaintiff also trusted Defendant to replace her landscaping. Robb Clark set several appointments with Plaintiff to meet with her and the Supervisor and assess the problem to restore her landscaping as it was prior to their negligence. Promises were made and not kept. Plaintiff trusted them as she had in years gone by.

BREACH OF FIDUCIARY DUTY ELEMENTS OF CLAIM UNDER TEXAS LAW

The elements of a breach of fiduciary duty claim are (1) a fiduciary relationship between the plaintiff and defendant, (2) a breach by the defendant of his fiduciary duty to the plaintiff, and (3) an injury to the plaintiff or benefit to the defendant as a result of the defendant's breach. Lundy v. Masson, 260 S.W.3d 482, 501 (Tex. App.—Houston [14th Dist.] 2008, pet. denied).

The term "fiduciary" contemplates good faith and fair dealing. The term includes informal relations which exist whenever one party trusts and relies on another. The origin of the confidence may be moral, social, domestic, or personal. *Texas Bank and Trust Co. v. Moore,* 595 S.W.2d 502, 507 (Tex. 1980).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY-STATUTORY POWERS AND DUTIES OF THE DISTRICT BOARD OF DIRECTORS:

A water district is a political subdivision endowed with the functions, powers, authority, rights, and duties that will permit it to accomplish the purposes for which it was created. The legislature recodified the statutory provisions governing most types of districts into Chapter 49, Texas Water Code, the primary reference used in the Handbook. Chapter 293, 30 Texas Administrative Code, is the primary reference used for Commission Rules governing most types of districts. A district's statutory purposes may include water supply, wastewater treatment, storm water control, irrigation, navigation, fire fighting, and development of parks and recreational facilities. Municipal utility districts and water control and improvement districts are given additional powers in solid waste management. ***The board of directors manages and controls these district affairs including financial management, employment, and purchasing. The board establishes policies, in the interests of the district's residents and customers, to aid in this process.***

Cornell University Law School: Fiduciary Duty

Definition

A fiduciary duty is a legal duty to act solely in another party's interests. Parties owing this duty are called fiduciaries. The individuals to whom they owe a duty are called principals. Fiduciaries may not profit from their relationship with their principals unless they have the principals' express informed consent. They also have a duty to avoid any conflicts of interest between themselves and their principals or between their principals and the fiduciaries' other clients. A fiduciary duty is the strictest duty of care recognized by the US legal system.

Examples of fiduciary relationships include those between a lawyer and her client, a guardian and her ward, and a director and her shareholders.

Breach of Deceptive Trade Practices Act: Plaintiff has shown in her original petition where both instances line up with this cause of action.

WATER CODE TITLE 4. GENERAL LAW DISTRICTS CHAPTER 49. PROVISIONS APPLICABLE TO ALL DISTRICTS SUBCHAPTER A. GENERAL PROVISIONS - SUBCHAPTER C. ADMINISTRATIVE PROVISIONS

Sec. 49.052. DISQUALIFICATION OF DIRECTORS. (a) A person is disqualified from serving as a member of a board of a district that includes less than all the territory in at least one county and which, if located within the corporate area of a city or cities, includes within its boundaries less than 75 percent of the incorporated area of the city or cities, if that person:

(2) is an employee of any developer of property in the district **or any director,** manager, engineer, attorney, or other person providing professional services to the district or a developer of property in the district in connection with the district or property located in the district;

(4) is serving as an attorney, consultant, engineer, manager, architect, **or in some other professional capacity for the district** or a developer of property in the district in connection with the district or property located in the district;

(5)(A) **is a party to a contract with or along with the district** except for the purchase of public services furnished by the district to the public generally; or

(B) **is a party to a contract** with or along with a developer of property **in the district relating to the district or to property within the district,** other than a contract limited solely to the purpose of purchasing or conveying real property in the district for the purpose of either establishing a permanent residence, establishing a commercial business within the district, or qualifying as a director; or

(6) during the term of office, fails to maintain the qualifications required by law to serve as a director.

Within 60 days after the board determines a relationship or employment exists which constitutes a disqualification under Subsection (a), it shall replace the person serving as a member of the board with a person who would not be disqualified.

Any person who wilfully occupies an office as a member of a board and exercises the powers and duties of that office when disqualified under the provisions of Subsection (a) is guilty of a misdemeanor and, on conviction, shall be fined not less than $100 nor more than $1,000.

ACCORDING TO:

CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT, AND APPEAL, SUBTITLE C. JUDGMENTS,CHAPTER 41. DAMAGES:

Sec. 41.008. LIMITATION ON AMOUNT OF RECOVERY. (a) In an action in which a claimant seeks recovery of damages, the trier of fact shall determine the amount of economic damages separately from the amount of other compensatory damages. (b) Exemplary damages awarded against a defendant may not exceed an amount equal to the greater of: (1)(A) two times the amount of economic damages; plus

(B) an amount equal to any noneconomic damages found by the jury, not to exceed $750,000; or (2) $200,000. Plaintiff is seeking damages for each cause of action as the law allows.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully request that Plaintiffs prayer that Defendant be cited to appear and answer, and the following order be entered: judgment be entered in its favor and against DEFENDANT as follows:

Plaintiff prays Defendant be cited pursuant to law to appear and answer herein, and upon notice a Permanent Injunction be issued, restraining and enjoining Defendant from exercising or controlling of her water supply; an order requiring disgorgement of unlawful gains obtained by DEFENDANTS as a result of their unlawful conduct: restitution or other remedial relief to compensate PLAINTIFF for DEFENDANTS' unlawful conduct: an award of civil penalties.

Plaintiff prays this Court will enter a judgment against the Defendants, for treble damages and civil penalties in an amount as the Court may determine with a minimum between: $100 and $300 for each TDCA violation; between $20,000 and $60,000 for each DTPA violation; and $1,000 and $3,000 for each FDCPA violation and attorney fees and costs of suit. As a result of the above actions against Plaintiff she request that Don Orahood, Michael O'Neal and ACMI Management Company be removed, indefinitely, from their positions so that the homeowners may elect new representatives. Plaintiff should have never been subject to their actions nor should that of another without their removal the risk will remain. Plaintiff also request Don Orahood be removed from the Water Board, indefinitely.

A permanent injunction enjoining Defendant from entering, taking possession of the water supply or other property or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property. Plaintiff prays that this Court award any and all other and further relief this Honorable Court deems Plaintiff may be justly entitled.

Treble damages where applicable;

Exemplary damages where applicable;

Prejudgment and post-judgment Interest;

Costs of suit to be taxed against Defendant's;

All other relief, in law and in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

____

s/s_KAREN KRISTINE SILVIO
PRO SE
23106 NAPLES DRIVE
SPRING, TEXAS 77373
281-825-2851(TEL)
888-830-9036(FAX)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Response to Defendant's Amended Special Exceptions and Leave to File Late this Response was served on the parties listed below, at the addresses indicated via electronic delivery on_, ___________________, 2017.

ATTORNEY'S FOR DEFENDANT

.

/s/Karen Kristine Silvio

KAREN KRISTINE SILVIO

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN HARRIS COUNTY AND HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the "County," acting by and through its governing body, the Harris County Commissioners Court, and the **HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136** (the "District") acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 4 (the "Constable") to provide law enforcement services within District's geographical area as further defined in Exhibit "A".

NOW THEREFORE, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.
TERM

1.1 The services to be performed under this Agreement shall begin on March 1, 2016, and end on February 28, 2017, unless terminated sooner in accordance with the provisions of Section IV.

II.
SERVICES

2.1 The County agrees to authorize the Constable to provide 2 deputies to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase "working time" is defined as follows: the usual or normal hours that the Constable's deputies are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such

Ex A

times when deputies are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working time" shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Constable will authorize substitute deputies to work within the area when the regularly assigned deputies are not available.

2.3 The Constable shall retain control and supervision of the deputies performing services under this agreement to the same extent as he does other deputies. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign deputies to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 As the Constable retains control and supervision of the deputies and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

III.
CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of $134,300.00 for 2 deputies for a total sum of ONE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($134,300.00) to be used by the County for the purpose of paying seventy percent (70%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

February 20, 2016	$11,192.00
March 20, 2016	$11,192.00
April 20, 2016	$11,192.00
May 20, 2016	$11,192.00
June 20, 2016	$11,192.00
July 20, 2016	$11,192.00
August 20, 2016	$11,192.00
September 20, 2016	$11,192.00
October 20, 2016	$11,192.00
November 20, 2016	$11,192.00
December 20, 2016	$11,192.00
January 20, 2017	$11,188.00

The monthly installments are due and payable before 10:00 A.M. at the office of the County Treasurer, 1001 Preston Avenue, Suite 652, Houston, Texas 77002. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on February 20, 2016, the first payment is due on the latter of February 20, 2016 or five (5) days after the District receives a fully executed copy of this Agreement from the County.

IV.
DEFAULT AND TERMINATION

4.1 The District understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.2 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the District is dissatisfied in any way with the performance of the County, the Constable or the deputies under this Agreement, the District's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to the District showing the amounts due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after March 1, 2016, the Constable cannot or will not provide 2 deputies to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's geographical area, and provided that the District has prepaid its sum and further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.
NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County:	Harris County Harris County Administration Building 1001 Preston, Suite 610 Houston, Texas 77002 Attention: Clerk, Commissioners Court
with a copy to:	Constable Mark Herman Harris County Constable 6831 Cypresswood Drive Spring, Texas 77379
To the District:	Harris County Water Control and Improvement District No. 136 c/o Radcliffe Bobbitt Adams Polley, PLLC 2929 Allen Parkway, Suite 3450 Houston, Texas 77019-7120
Billing Address:	Harris County Water Control and Improvement District No. 136 c /o Myrtle Cruz, Inc. 3401 Louisiana St., Suite 400 Houston, Texas 77002

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII.
MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by the District and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By ______________________
BRIAN A. QUINTERO
Assistant County Attorney
C.A. File No. 15LNF0139

HARRIS COUNTY

By Ed Emmett pw
ED EMMETT
County Judge

Date Signed: FEB 09 2016

APPROVED:

____
MARK HERMAN
Harris County Constable, Precinct 4

ATTEST:

By ______________________
Name: Donald E Grahood
Secretary

HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136 (District)

By ______________________
Title: President

Date Signed: 12/28/15

APPROVED AS TO FORM:

By ______________________
Attorney

Legend
Road Centerlines
Contract Boundary
N

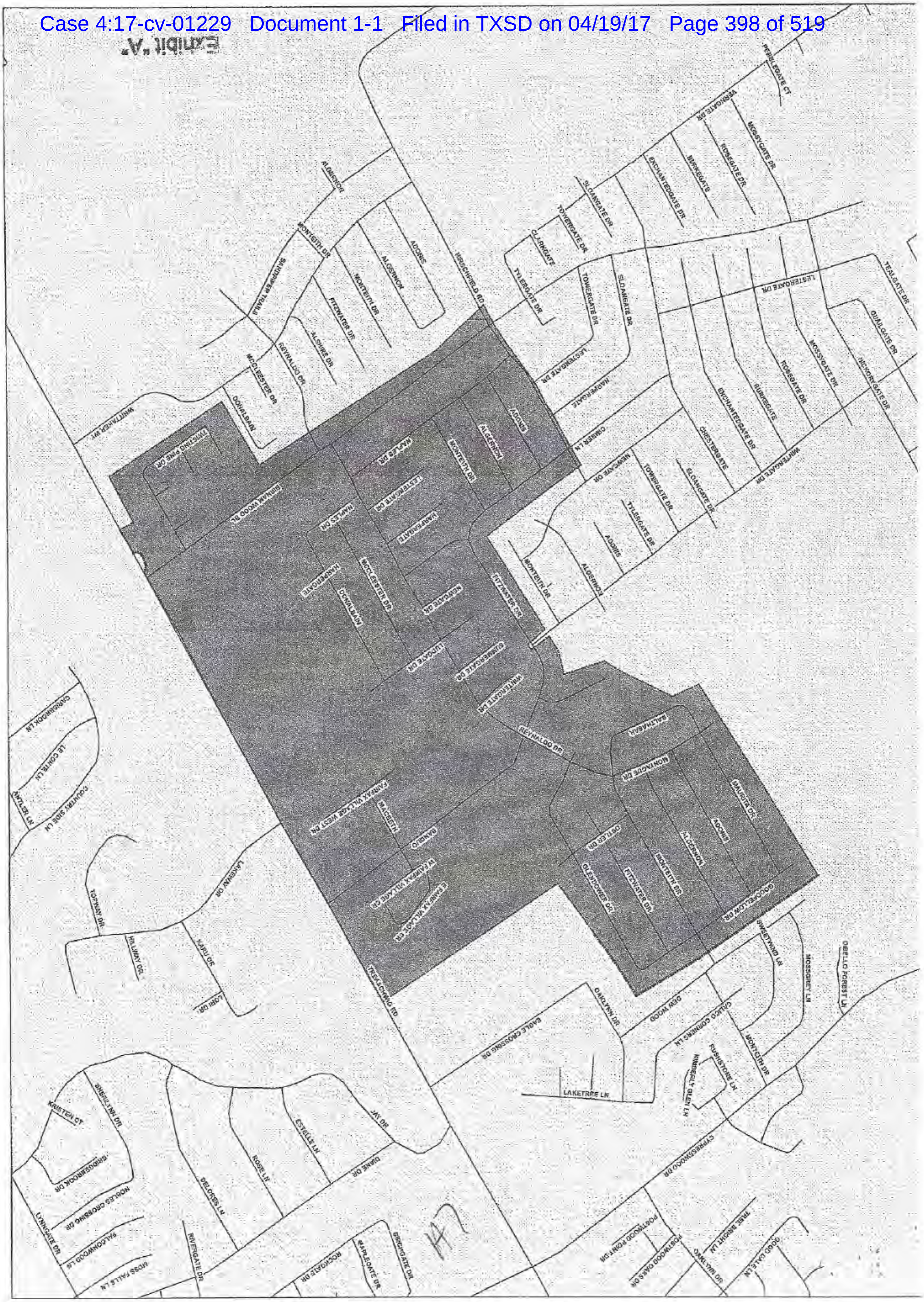


Exhibit "A"
REYNALDO DR
FITZWATER DR
MONTEITH DR
ALGERNON
ADORIS
HIRSCHFIELD RD
TREASCHWIG RD
GOODFELLOW DR
EAGLE CROSSING DR
LAKETREE LN
WINTERGATE LN
LESTERGATE DR
MAPLES DR
BALTHASAR
MONTAGUE DR
OSTLER DR
MAURITA DR
CLEEDOWNER DR
TOWERGATE DR
SLOANGATE DR
DEW WOOD
OAKLYNN DR
SUMMERGATE DR
LUDGATE DR
HARPERGATE
DONALBAIN
MCCLEESTER DR
FAIRFAX VILLAGE WEST DR
MACBETH
TOPWAY DR
LANGWAY DR
KATHI DR
LORI DR
HILLWAY DR
JAY DR
DIANE DR
ESTELLE LN
ROSE LN
DELORES LN
CYPRESSWOOD DR
MOSSGREY LN
DEBELLO FOREST LN
SWEETWIND LN

HC WCID No. 136 ("HCWCD 136")

M13

Last Change: 2009-12-22

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on FEB 0 9 2016, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136
FOR LAW ENFORCEMENT SERVICES

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Locke seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Locke	☒	☐	☐
Comm. Morman	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Cagle	☒	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of $134,300.00, with HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136 for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioner's Court

FEB 0 9 2016

APPROVE CVL

Recorded Vol____ Page____

C.A. File No. 15LNF0139

Subject: Important Security Information for Yahoo Users
From: Yahoo (Yahoo@communications.yahoo.com)
To: kristysilvio@yahoo.com;
Date: Wednesday, February 15, 2017 10:46 AM

YAHOO!

Dear Karen,

We are writing to inform you about a data security issue that involves your Yahoo account. We have taken steps to secure your account and are working closely with law enforcement.

Our outside forensic experts have been investigating the creation of forged cookies that could allow an intruder to access users' accounts without a password. Based on the ongoing investigation, we believe a forged cookie may have been used in 2015 or 2016 to access your account. We have connected some of the cookie forging activity to the same state-sponsored actor believed to be responsible for the data theft we disclosed on September 22, 2016. Those users targeted by the state-sponsored actor were sent an additional notification like the one found here: https://help.yahoo.com /kb/SLN26995.html.

We invalidated the forged cookies and hardened our systems to secure them against similar attacks. We continuously enhance our safeguards and systems that detect and prevent unauthorized access to user accounts.

We encourage you to follow these security recommendations:

- Review all of your accounts for suspicious activity.

Ex B

- Be cautious of any unsolicited communications that ask for your personal information or refer you to a web page asking for personal information.
- Avoid clicking on links or downloading attachments from suspicious emails.

Additionally, please consider using Yahoo Account Key, a simple authentication tool that eliminates the need to use a password on Yahoo altogether.

For More Information

For more information about this issue and our security resources, please visit the Yahoo Account Security Issue FAQs page available at https://yahoo.com/security-update.

Protecting your information is important to us and we work continuously to strengthen our defenses.

Sincerely,

Bob Lord
Chief Information Security Officer
Yahoo

Can't see images? View as a webpage

Privacy Policy

RefID:

Attachments

- TEXT.txt (7.60KB)

A2

Subject: Important Security Information for Yahoo Users

From: Yahoo (Yahoo@communications.yahoo.com)

To: kristysilvio@yahoo.com;

Date: Wednesday, December 14, 2016 5:18 PM

YAHOO!

NOTICE OF DATA BREACH

Dear Karen,
We are writing to inform you about a data security issue that may involve your Yahoo account information. We have taken steps to secure your account and are working closely with law enforcement.

What Happened?

Law enforcement provided Yahoo in November 2016 with data files that a third party claimed was Yahoo user data. We analyzed this data with the assistance of outside forensic experts and found that it appears to be Yahoo user data. Based on further analysis of this data by the forensic experts, we believe an unauthorized third party, in August 2013, stole data associated with a broader set of user accounts, including yours. We have not been able to identify the intrusion associated with this theft. We believe this incident is likely distinct from the incident we disclosed on September 22, 2016.

What Information Was Involved?

The stolen user account information may have included names, email addresses, telephone numbers, dates of birth, hashed passwords (using MD5) and, in some cases, encrypted or

B3

unencrypted security questions and answers. Not all of these data elements may have been present for your account. The investigation indicates that the stolen information did not include passwords in clear text, payment card data, or bank account information. Payment card data and bank account information are not stored in the system we believe was affected.

What We Are Doing

We are taking action to protect our users:

- We are requiring potentially affected users to change their passwords.
- We invalidated unencrypted security questions and answers so that they cannot be used to access an account.
- We continuously enhance our safeguards and systems that detect and prevent unauthorized access to user accounts.

What You Can Do

We encourage you to follow these security recommendations:

- Change your passwords and security questions and answers for any other accounts on which you used the same or similar information used for your Yahoo account.
- Review all of your accounts for suspicious activity.
- Be cautious of any unsolicited communications that ask for your personal information or refer you to a web page asking for personal information.
- Avoid clicking on links or downloading attachments from

B4

suspicious emails.

Additionally, please consider using Yahoo Account Key, a simple authentication tool that eliminates the need to use a password on Yahoo altogether.

For More Information

For more information about this issue and our security resources, please visit the Yahoo Security Issues FAQs page available at https://yahoo.com/security-update.

Protecting your information is important to us and we work continuously to strengthen our defenses.

Sincerely,

Bob Lord
Chief Information Security Officer
Yahoo

Can't see images? View as a webpage

Privacy Policy

RefID:

Attachments

- TEXT.txt (10.01KB)

Subject: Important Security Information for Yahoo Users

From: Yahoo (Yahoo@communications.yahoo.com)

To: keystonelends@yahoo.com;

Date: Wednesday, December 14, 2016 5:52 PM

YAHOO!

NOTICE OF DATA BREACH

Dear Keystone,
We are writing to inform you about a data security issue that may involve your Yahoo account information. We have taken steps to secure your account and are working closely with law enforcement.

What Happened?

Law enforcement provided Yahoo in November 2016 with data files that a third party claimed was Yahoo user data. We analyzed this data with the assistance of outside forensic experts and found that it appears to be Yahoo user data. Based on further analysis of this data by the forensic experts, we believe an unauthorized third party, in August 2013, stole data associated with a broader set of user accounts, including yours. We have not been able to identify the intrusion associated with this theft. We believe this incident is likely distinct from the incident we disclosed on September 22, 2016.

What Information Was Involved?

The stolen user account information may have included names, email addresses, telephone numbers, dates of birth, hashed passwords (using MD5) and, in some cases, encrypted or

BO

unencrypted security questions and answers. Not all of these data elements may have been present for your account. The investigation indicates that the stolen information did not include passwords in clear text, payment card data, or bank account information. Payment card data and bank account information are not stored in the system we believe was affected.

What We Are Doing

We are taking action to protect our users:

- We are requiring potentially affected users to change their passwords.
- We invalidated unencrypted security questions and answers so that they cannot be used to access an account.
- We continuously enhance our safeguards and systems that detect and prevent unauthorized access to user accounts.

What You Can Do

We encourage you to follow these security recommendations:

- Change your passwords and security questions and answers for any other accounts on which you used the same or similar information used for your Yahoo account.
- Review all of your accounts for suspicious activity.
- Be cautious of any unsolicited communications that ask for your personal information or refer you to a web page asking for personal information.
- Avoid clicking on links or downloading attachments from

suspicious emails.

Additionally, please consider using Yahoo Account Key, a simple authentication tool that eliminates the need to use a password on Yahoo altogether.

For More Information

For more information about this issue and our security resources, please visit the Yahoo Security Issues FAQs page available at https://yahoo.com/security-update.

Protecting your information is important to us and we work continuously to strengthen our defenses.

Sincerely,

Bob Lord
Chief Information Security Officer
Yahoo

Can't see images? View as a webpage

Privacy Policy

RefID:

BB

Back to Help Central

Yahoo Security Notice (December 14, 2016)

Below you'll find a link to the text of the emails (in your region) sent to Yahoo users potentially affected by the security issues we reported on December 14, 2016. Separately, we include below links to the text of the emails (in each region) that were previously sent to Yahoo users potentially affected by the security issue we reported on September 22, 2016.

The emails from Yahoo about these issues do not ask you to click on any links or contain attachments and do not request your personal information. If an email you receive about these issues prompts you to click on a link, download an attachment, or asks you for information, the email was not sent by Yahoo and may be an attempt to steal your personal information. Avoid clicking on links or downloading attachments from such suspicious emails.

Please note that you'll receive a prompt in the desktop version of Yahoo Mail explaining that "Your account may have been affected by a security issue." This is a legitimate message from Yahoo and the link will bring you to the security issue FAQs page.

View the Yahoo Security Notice email for your region

December 14, 2016 Security Issues

Österreich (Deutsch)
Deutschland (Deutsch)

September 22, 2016 Security Issue

Österreich (Deutsch)
Deutschland (Deutsch)

AMERICA'S PREMIER MORTGAGE

America's #1 Mortgage Source

Eche

www.quoteamortgagerate.com

National Mortgage News

SPECIAL REPORT

Fraud Alleged as QuoteMeARate.com Closes

By Paul Muolo
May 1, 2006

QuoteMeARate.com, a Houston-based net branch operator, has closed its doors amid allegations of loan fraud, Origination News has learned.

Net branch operators who worked for the company at press time had set up a website to catalogue their complaints, claiming to be owed thousands of dollars each.

Close to 600 loan officers were believed to be registered with the company, which also had a correspondent division.

At press time, company president Richard Barroso could not be reached for comment.

In a letter sent to employees and net branch operators on March 28, he blamed QMAR's problems on declining loan volumes and the cost of defending the company in a lawsuit.

In the letter he noted that QMAR was "stuck" with 40 loans that investors would not buy, adding that the firm "had to get rid of" the mortgages at a significantly reduced price. "The cost of this is tremendous."

Mr. Barroso writes that an investor audit early in the year turned up "significant levels of fraud" on the loans. (No dollar volumes are mentioned.) PRESIDENT / CEO – Jodi DATED this guy per Jodi.

Jodi Wagley, vice president of compliance for QMAR, did not return telephone calls but sent an e-mail to ON's sister publication National Mortgage News saying, "We are not interested in a news story."

A letter sent to QMAR employees by Chris Miller, vice president of branch operations, says the company actually has 55 loans that investors will not buy.

In that letter he notes that in 2005 QMAR was processing 1,100 loans per month, generating $350,000 in monthly revenue. But by March 2006 its volume had fallen to less than 600 loans per month and revenue of less than $200,000.

Net branch firms act as franchise operators, allowing loan brokers and loan officers to use their license and marketing muscle (for a fee and setup costs) to originate home mortgages.

John Severino, a mortgage broker from California, told ON that he paid $599 to "get trained over the phone" by QMAR "and then two days later they went belly up."

Mr. Severino said he is a licensed broker in California but was hoping to use QMAR to originate loans in other states. "I was going to use their licenses," he said.

He is uncertain whether he will get his money back from the company. Former QMAR net branch officers are contemplating a lawsuit against the company.

Meanwhile, QMAR's website has been shut down. On the website set up to generate complaints, the company's competitors - including Appex Mortgage and World Savings - are now openly recruiting LOs who did business with QMAR.

One poster who identifies himself as "Mad as Heck 2" says he is owed $6,000, noting "premeditated fraud sounds about right."

(c) 2006 Origination News and SourceMedia, Inc. All Rights Reserved. http://www.originationnews.com
http://www.sourcemedia.com

Ex 02

BBB
Start With Trust®

This Business Is Not BBB Accredited

Quotemearate.com, Inc.

Business Information

16 years in business
10333 Harwin Drive Suite 425
Houston, TX 77036

Fax Numbers

- (713) 995-1156
- (713) 995-3307
- (713) 995-3303

Additional Phone Numbers

- (713) 995-3254
- (713) 995-3284

Additional Email Addresses

- chris.miller@quotemearate.com

BBB File Opened: 01/24/2003
Business Started: 11/19/2001

Business Management

- Principal: Chris Miller, Branch Manager

Contact Information

- Principal: Chris Miller, Branch Manager

Business Category

- Mortgage Brokers

Number of Employees: 30

MAIL RETURNED

Mail sent to the business on 06/01/2009 was returned by the U.S. Postal Service as Undeliverable as Addressed.

BBB Reason for Ratings

Exh 03

Unless the person against whom this Order is issued files a signed, written notice of appeal that is received by the Texas Department of Savings and Mortgage Lending within thirty (30) days after the date on which this Order is issued, this Order will become final and non-appealable. This Order is issued on August 28, 2014 and any such written notice of appeal must be received by the Commissioner no later than September 27, 2014.

In the Matter of	§	**BEFORE CAROLINE C. JONES,**
	§	**COMMISSIONER OF THE**
Keystone Lending Corporation	§	
	§	**TEXAS DEPARTMENT OF**
NMLS ID# 393950	§	**SAVINGS AND**
	§	**MORTGAGE LENDING**
	§	
File No. 147556	§	**AUSTIN, TEXAS**

ORDER TO TAKE AFFIRMATIVE ACTION

I. Jurisdiction and Notice

a) Keystone Lending Corporation (Company) is duly licensed with a TX-SML Mortgage Company License under TEXAS FINANCE CODE, Chapter 156, the Residential Mortgage Loan Company Licensing and Registration Act (the RMLCLR Act), and TEXAS FINANCE CODE, Chapter 180, the SAFE Act.

b) Company was a Texas licensed mortgage company at all times relevant to this Order.

c) Company's Qualified Individual is Karen Silvio, and the physical office and business address of record is 23106 Naples Drive, Spring, TX 77373, to which a copy of this Order has been sent by first-class United States certified mail, return receipt requested, and by first-class United States regular mail.

II. Findings of Fact

a) Under the provisions of Section 156.213 of the RMLCLR Act, companies licensed under the chapter are required to file mortgage call reports. Under the provisions of the *Texas Administrative Code*, Title 7, Part 4, Chapter 80, Rule 80.205 the reports are to be filed quarterly, as established by the Nationwide Mortgage Licensing System and Registry (NMLS).

b) Company did not or failed to timely file the calendar year 2013 quarterly reports for the following quarters and/or the annual financial condition report:

1st Quarter Call Report, 2nd Quarter Call Report, 3rd Quarter Call Report, 4th Quarter Call Report, and Annual Financial Condition

c) Company's failure to file the required report(s) are a violation of Section 156.213 of the RMLCLR Act and Rule 80.205 of the Texas Administrative Code. Under the provisions of Rule 80.205, Company is subject to administrative action for such failure. Under the provisions of Section 156.302 the Commissioner may impose an administrative penalty for violation of Chapter 156 or a rule adopted under the chapter.

III. Conclusions of Law

a) Company is made subject to the provisions of TEXAS FINANCE CODE, Chapter 156 (the RMLCLR Act) by Section 156.213, which requires a company licensed under the chapter to file mortgage call reports.

b) In accordance with Section 156.302 of the RMLCLR Act, the Commissioner may impose an administrative penalty not to exceed $25,000.00 for each violation of the RMLCLR Act. Section 156.203 also establishes the basis for establishing the penalty.

c) The seriousness and harmful impact of Company's violations of the RMLCLR Act warrant the issuance of an order to Company assessing an administrative penalty.

IV. Order

a) The Commissioner has considered the factors for assessing administrative penalties as required by TEXAS FINANCE CODE, Section 156.302(b), including (1) the seriousness of the offense, including the nature circumstances, extent and gravity of the violations; (2) history of previous violations; (3) the amount necessary to deter a future violation; and (4) other matters which justice may require. Therefore, the Commissioner **ORDERS** Company to pay an administrative penalty of **$1100.00** which sum must be paid by cashier's check, money order, or online and received by the Department no later than (30) days from the date of this Order. Such penalty is determined and assessed as follows:

> For failure to file quarterly mortgage call and/or an annual financial condition report(s), the sum of $1100.00.

The issuance of this Order does not waive the right or authority of the Commissioner to take any additional measures with respect to the actions described herein or any other actions of the Company, known or unknown to the Department, including but not limited to the authority to seek penalties, reprimand, suspension or revocation of the Company's license.

RIGHTS TO A HEARING AND FINALITY OF THIS ORDER

Company may request a hearing before the Administrative Law Judge for the Finance Commission by timely filing a signed, written request for a hearing with the Commissioner. **This Order is final unless the Commissioner receives a signed, written request for a hearing from Company within thirty (30) days after the date that this Order is issued. The date of issuance of this Order is August 28, 2014, and the deadline for filing a signed, written request for a hearing with the Commissioner is deemed to be September 27, 2014.** Upon receipt of such a request, the Commissioner shall set the time and place for any such hearing. If any such hearing is held, it shall be a proceeding subject to Chapter 2001 of the Texas Government Code.

DV

A violation of or failure to comply with this Order may serve as the basis for the further assessment of administrative penalties under the RMLCLR Act and associated provisions of the TEXAS FINANCE CODE.

ISSUED this 28th day of August, 2014, at Austin, Travis County, Texas.

Caroline C. Jones

Caroline C. Jones, Commissioner
Texas Department of Savings
and Mortgage Lending

Certificate of Service

I certify that a true and correct copy of this Order to Take Affirmative Action was mailed by first class United States certified mail, return receipt requested, and by first class United States regular mail, to Karen Silvio, the Qualified Individual for the Company, at the business address as reflected in the Department records at 23106 Naples Drive, Spring, TX 77373, on this the 28th day of August, 2014

Cora Peck

D3

File Copy Only.

Texas Procurement And Support Service

Tracking 9171999991703064422107

From:

Name: Cora Peck

Department: SML

Phone: 475-2431

Remark1:

Remark2:

Remark3:

Reference:

To:

Ship To 1: KEYSTONE LENDING CORPORATION

Ship To 2:

Address: 23106 NAPLES DRIVE

SPRING, TX 77373

Country: US

Special Instructions:

91 7199 9991 7030 6442 2107

Requested Date: 8/28/2014 1:09:29 PM

To print this form:

1) Click the Print button. (Print two copies, one to attach to your package and one to keep for your records.)

2) Place the form in a waybill pouch or attach it to your shipment so that the barcode portion of the page can be read and scanned.

Print Close

Form (1 of 1)

DK

Subject: FW: Keystone Mortgage; NMLS - 393950

From: cschneider@sml.texas.gov (cschneider@sml.texas.gov)

To: kristysilvio@yahoo.com;

Date: Friday, March 6, 2015 2:44 PM

Here is the Order to Take Affirmative Action.

F. C. "Chris" Schneider

Associate General Counsel

Texas Department of Savings and Mortgage Lending

2601 N. Lamar, Suite 201

Austin, Texas 78705

(512) 475-0980

(512) 936-2003 Fax

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are notified that any use, dissemination, forwarding, distribution, or copying of the communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this by mistake and delete this e-mail from your system.

Attachments

- AXData - NMLS - 393950.pdf (173.17KB)

D5

Status of Texas - SML Mortgage Company License for Keystone Lending Corporatic MLS ID 393950) has changed

From: "NMLS_Notifications@NMLSNotifications.com" <NMLS_Notifications@NMLSNotifications.com:

To: kristysilvio@yahoo.com

The license status of a company license for Keystone Lending Corporation (NMLS IC
See below for further details:

Company NMLS ID: 393950
Company Name: Keystone Lending Corporation
Licensed With: Texas - SML
License Name: Texas - SML Mortgage Company License
Current License Status: Terminated - Failed to Renew
Previous License Status: Approved
License Status Date: 1/1/2015
License Status Notes from Regulator:

THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESS
THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this
employee or agent responsible for delivering to the intended recipient), you are hereby notified that any dissemination, distribut
If you have received this communication in error, please disregard and delete this communication, and do not disseminate or re

DE

View License/Registration List

HELP

Keystone Lending Corporation (393950)

License Number	License Name	Status	Status Date	Original License Date	License Items	Adverse Status	Current Renewal Status
	Texas - SML Mortgage Company License	Terminated - Expired	1/1/2015	1/31/2011	0	No	Failed To Renew

D7

License/Registration Status History

HELP

Keystone Lending Corporation (393950)

License Name Texas - SML Mortgage Company License

License Number	Status	Date	Original License Date	Updated By	Updated Date	Prevent Renewal	Extern
	Terminated - Expired	1/1/2015	1/31/2011	System	3/1/2015	Yes	
	Terminated - Failed to Renew	1/1/2015	1/31/2011	System	1/1/2015	Yes	
⟶	Approved	1/31/2011	1/31/2011	RoyderM	10/30/2014	Yes	⟶ No comments
	Approved	1/31/2011	1/31/2011	OShieldS4	1/10/2014	No	
	Approved	1/31/2011	1/31/2011	OShieldS4	1/9/2013	No	
	Approved	1/31/2011	1/31/2011	WellerS2	10/20/2012	No	
	Approved	1/31/2011	1/31/2011	WellerS2	1/31/2011	No	
	Pending - Deficient	1/31/2011		WellerS2	1/31/2011	No	Your li reques been r and th additic require or info that is or mis your applic Review MU1 fi the NM details
	Pending - Deficient	1/5/2011		RoyderM	1/5/2011	No	Your li reques been r and th additic require or info that is or mis your applic Review MU1 fi the NM details

DS

	Pending - Review	1/5/2011	RoyderM	1/5/2011	No	Your li reques been a for pro Additic inform be pro during review
	Pending - Incomplete	12/29/2010	System	12/29/2010	No	

D9

License Item Information

HELP

Keystone Lending Corporation (393950)

License Name Texas - SML Mortgage Company License

Active License Items

There were no current license items found.

Inactive License Items

Entity ID	Entity Name	License Item Type	Title	Created Date	Created By	Cleared Date	Clea
393950		ACH Payment	Funds Pending - Renewals	12/31/2013	System	1/9/2014	Sysl
393950		Identifying Information	EIN # Verification	1/5/2011	RoyderM	1/31/2011	Well
393950		MCR-Standard-Financial Condition	MCR-Standard-Financial Condition - 2011	3/31/2012	System	4/17/2012	Sysl
393950		MCR-Standard-Financial Condition	MCR-Standard-Financial Condition - 2012	4/1/2013	System	12/31/2013	Sysl
393950		MCR-Standard-Financial Condition	MCR-Standard-Financial	4/1/2014	System	12/31/2014	Sysl

D10

		Condition - 2013				
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2011(Q2)	8/15/2011	System	8/29/2011	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2011(Q3)	11/15/2011	System	2/15/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2011(Q4)	2/15/2012	System	2/15/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2012(Q1)	5/16/2012	System	10/11/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2012(Q2)	8/15/2012	System	10/11/2012	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2012(Q4)	2/15/2013	System	4/26/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q1)	5/16/2013	System	10/1/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q2)	8/15/2013	System	10/1/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q3)	11/15/2013	System	12/31/2013	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2013(Q4)	2/15/2014	System	12/31/2014	Syst
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2014(Q1)	5/16/2014	System	12/31/2014	Syst
393950	MCR-Standard-RMLA	MCR-Standard-	8/15/2014	System	12/31/2014	Syst

D11

		RMLA - 2014(Q2)				
393950	MCR-Standard-RMLA	MCR-Standard-RMLA - 2014(Q3)	11/15/2014	System	12/31/2014	Syst
393950	Secretary of State	Registered Agent's Address	1/5/2011	RoyderM	1/31/2011	Well
393950	Secretary of State	Registered Agent's Name	1/5/2011	RoyderM	1/31/2011	Well
393950	Update Record	Update Record	5/1/2012	System	7/25/2012	Syst

D12

D13

Renewals History

HELP

Keystone Lending Corporation (393950)

License Name Texas - SML Mortgage Company License

License Number

Renewals Status	Renewals Status Date	Renewals Status User	Renewals Year
Failed To Renew	3/1/2015	System	2015
Not Requested	11/1/2014	System	2015
Renewal Approved	1/10/2014	OShieldS4	2014
Renewal Requested	12/31/2013	SilvioKK2	2014
Not Requested	11/1/2013	System	2014
Not Requested	11/1/2013	System	2014
Renewal Approved	1/9/2013	OShieldS4	2013
Renewal Requested	12/31/2012	SilvioKK2	2013
Not Requested	11/1/2012	System	2013
Not Requested	11/1/2012	System	2013
Renewal Approved	11/14/2011	RoyderM	2012
Renewal Requested	11/2/2011	SilvioKK2	2012
Not Requested	11/1/2011	System	2012
Not Requested	11/1/2011	System	2012

D14

Subject: REINSTATEMENT 393950

From: Karen Silvio (kristysilvio@yahoo.com)

To: cschneider@sml.texas.gov;

Date: Tuesday, March 3, 2015 11:41 AM

Mr. Schneider:

Thank you for speaking with my Attorney this morning. I understand that as a result of my reports being late I have been penalized
$1,100.00. My explanation of this is due to a lot of legal problems that I have experienced due to the probate of the death of my
Mother and Sister. Additionally, I made the mistake of calling Litton loans in 2009 and requested a lower interest rate and have gone
thru heck as a result for going on 5 years now. This is the reason for my bankruptcy that I was force to file December 4, 2014.

So with all I have gone thru completing my reports was not something I just did not do on purpose but rather because of being overloaded
mentally. Mr. Patrick Hulce is aware of a lot of what I have gone thru as he was my Auditor in 2013 (I think was the date) and we had
a talk about all that.

Anyway, my Attorney said that you needed to know that I was willing to place this amount in my bankruptcy so that my license can be
renewed and I can get back to work, which I will do. Additionally, I wanted to let you know that I never received any of the mail that
was sent. I have had problems with my mail to the extent that my mailbox, at one time, was set on fire, which I have received a letter
from the Post Office to this effect should you need me to send that to you.

Please please help me to get this problem resolved so that I can go back to work.

Respectfully,

Keystone Lending Corporation - NMLS #393950
Karen K. Silvio - NMLS # 362107
281-825-2851 cell
888-830-9036 fax

D15

CONFIRMED FILE DATE: 12/10/2012

PATRICIA J. KERRIGAN

JUDGE, 190TH JUDICIAL DISTRICT COURT
CIVIL COURTS BUILDING
HOUSTON, TEXAS 77002

2

DECEMBER 10, 2012

TO: STEPHAN ELLIOT RUBIN
7322 SW FRWY 2000
HOUSTON TX 77074

17360340

RE: ORDER DISMISSING CASE FOR WANT OF PROSECUTION

TO ALL COUNSEL AND PRO SE PARTIES:

THE CASE LISTED BELOW WAS ORDERED DISMISSED FOR WANT OF PROSECUTION. COSTS OF COURT ARE NOT ALLOCATED.

THE ORDER WAS SIGNED DECEMBER 3, 2012.

PATRICIA J. KERRIGAN
JUDGE, 190TH DISTRICT COURT

CASE - 201102852 FILED - 01/18/2011 COURT - 190
TYPE - TAX SUIT
SPRING INDEPENDENT SCHOOL DIST VS SILVIO, KAREN K

Unofficial Copy Office of Chris Daniel District Clerk

EthE

190L37 - 75

PATRICIA J. KERRIGAN

JUDGE, 190TH JUDICIAL DISTRICT COURT
CIVIL COURTS BUILDING
HOUSTON, TEXAS 77002

DECEMBER 10, 2012

TO: HERBERT ALONZO STONE III 24041980
1300 MAIN SUITE 300
HOUSTON TX 77002

RE: ORDER DISMISSING CASE FOR WANT OF PROSECUTION

TO ALL COUNSEL AND PRO SE PARTIES:

THE CASE LISTED BELOW WAS ORDERED DISMISSED FOR WANT OF PROSECUTION.
COSTS OF COURT ARE NOT ALLOCATED.
THE ORDER WAS SIGNED DECEMBER 3, 2012.

PATRICIA J. KERRIGAN
JUDGE, 190TH DISTRICT COURT

CASE - 201102852 FILED - 01/18/2011 COURT - 190
TYPE - TAX SUIT
SPRING INDEPENDENT SCHOOL DIST VS SILVIO, KAREN K

Unofficial Copy Office of Chris Daniel District Clerk

E2

190L37 - 75

4

CONFIRMED FILE DATE: 1/18/2011

NO. 2011 02852

SPRING INDEPENDENT SCHOOL DISTRICT	§	IN THE 190 DISTRICT COURT
	§	
VS.	§	IN AND FOR
	§	
KAREN K. SILVIO, ET AL	§	HARRIS COUNTY, TEXAS

FILED
Loren Jackson
District Clerk
JAN 18 2011
Time: ____
Harris County, Texas
By ____
Deputy

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT

Now come(s) the taxing districts set out below:

SPRING INDEPENDENT SCHOOL DISTRICT
HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT # 136

on behalf of themselves and all taxing districts for whom they collect. Each is a political subdivision of the State of Texas, each is legally constituted and authorized to impose and/or collect ad valorem taxes, and each is hereinafter called "Plaintiff", whether one or more, original or intervenor, and for such cause of action would show the following:

1. The name(s) and address(es) of Defendants is/are:

KAREN K. SILVIO
23106 NAPLES DRIVE
SPRING, TX 77373

GENESIS TAX SOLUTIONS, INC, In Rem Only, BY SERVING ITS
REGISTERED AGENT: RANDY L. KNUST
25003 PITKIN ROAD STE C 100
SPRING, TX 77386

BIRNAM WOODS-FAIRFAX HOMEOWNERS ASSOCIATION, INC,
In Rem Only, BY SERVING ITS REGISTERED AGENT: WILLIAMS
ACMI VENTURES, L.P. BY SERVING ITS REGISTERED AGENT:
BERT B. WILLIAMS
12603 LOUETTA RD STE 101
CYPRESS, TX 77429

MICHAEL B. NEWMAN, In Rem Only,
3424 UNIVERSITY BLVD
HOUSTON, TX 77005

F3

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

Certified Copy Office of Chris Daniel District Clerk

Said Defendant(s) currently own(s) or claim(s) an interest in the property hereinafter described and/or owned the hereinafter described property on the first day of January of each of the years for which taxes are due and owing. Discovery is intended to be conducted under Level 2 pursuant to Rule 190 of the Texas Rules of Civil Procedure.

2. The taxes in the amounts and for the years shown below were legally imposed on each separately described property and on the respective person named (if known) who owned the property on January 1 of such years. Such taxes are delinquent and owing, along with penalties and interest authorized by law and detailed below:

Property Code: 1035210000041
Description: Tract #1 - LT 41 BLK 7 BIRNAM WOOD SEC 1

Year	Taxes	Pen & Int	Total
2009	$1,284.26	$626.72	$1,910.98
Total For: SPRING INDEPENDENT SCHOOL DISTRICT			$1,910.98

Year	Taxes	Pen & Int	Total
2009	$316.67	$154.53	$471.20
Total For: HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT # 136			$471.20

Total Due For Property	$2,382.18
Research Fee:	$250.00
Total for: January, 2011	$2,632.18

(This amount does not include court costs which must be paid prior to dismissal).

The property is specifically described as follows:

Property Code: 1035210000041
TRACT #1: LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

In addition to the amounts stated above, Plaintiff(s) sue(s) for costs of court, foreclosure sale expenses and research expenses for determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property, and other costs, all as authorized by law. Further, Plaintiff(s) sue for all additional taxes which become delinquent on such property prior to judgment, as well as any additional penalties and interest which accrue prior to or after judgment, to the date of sale.

3. Plaintiff(s) would show that all conditions precedent to the right to levy said taxes were performed as required by law; that all of said taxes were authorized by law; and that all things required by law have been duly and legally performed by the proper officials.

EX

Certified Copy Office of Chris Daniel District Clerk

4. Plaintiff(s) would further show that the Attorney signing this petition is legally authorized to prosecute this suit on behalf of the taxing unit and Plaintiff(s) therefore request(s) attorney fees as provided by law.

5. Each tract of the said above-described real estate and/or item of personal property was, on January 1st of the aforesaid years and at the time said taxes were imposed, located within the boundaries of each of said taxing units and within the boundaries of HARRIS COUNTY, TEXAS. Each taxing unit asserts a lien on each separately described property listed above to secure the payment of all taxes, penalties, interest and costs due.

6. Defendant(s) shall take notice of all pleas and interventions which may be filed by Plaintiff(s) or any party intervening. The following taxing units are joined as parties pursuant to Sec. 33.44 of the Property Tax Code because they may have a claim for delinquent taxes against the property described in the petition:

HARRIS COUNTY
HARRIS COUNTY DEPARTMENT OF EDUCATION
PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY
HARRIS COUNTY FLOOD CONTROL DISTRICT
HARRIS COUNTY HOSPITAL DISTRICT (HARRIS COUNTY)
LONE STAR COLLEGE SYSTEM
HC EMERGENCY SERVICE DISTRICT #7
HC EMERGENCY SERVICE DISTRICT#11

7. Plaintiff(s) would show that the party or parties who owned the property, described above, on January 1 of the years indicated are indebted to Plaintiff taxing units for said taxes, penalties and interest, and are liable for all costs herein. Plaintiff(s) seek personal liability against such owners, as well as foreclosure of the tax lien on each separately described property. As to all Defendants, Plaintiffs' action is a proceeding in rem only, whereby Plaintiff(s) seek(s) to foreclose the tax lien(s) on each separately described property listed in satisfaction of the taxes, penalties, interest and all costs due or to become due herein.

WHEREFORE, Plaintiff(s) pray that Defendant(s) be cited to appear and answer herein and that on final hearing recover the following:

A. Personal judgment against such Defendant(s) who owned the property described herein on January 1st of the years indicated above, for all taxes, penalties, interest, attorney fees, and costs that are due or will become due;

B. Foreclosure of the tax lien(s), issuance of an order of sale and/or execution on the property described above and payment of all taxes, penalties, interest, and costs that are due or will become due and that are secured by such tax lien(s), which tax lien(s) is first, prior and/or superior to any other interest in said property; and

ES

C. Such other and further relief to which Plaintiff(s) may be entitled.

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
ATTORNEYS AT LAW
1235 North Loop West
Suite 600
Houston, TX 77008
(713) 862-1860 FAX:(713) 862-1429

BY ______________________________
Jason L. Bailey
SBOT # 00790253
Owen M. Sonik
SBOT # 18847250
R. Gregory East
SBOT # 24007138
Yolanda Humphrey
SBOT # 24009764
Leslie M. Schkade
SBOT # 24049813
D'Arwyn K. Daniels
SBOT # 00783925
Veronica Ann Leal
SBOT # 24061957

File #: 110144
Acct#: 51146

Unofficial Copy Office of Chris Daniel District Clerk

EU

CONFIRMED FILE DATE: 12/5/2011

7

CAUSE NO: 2011-02852

FILED
Chris Daniel
District Clerk
DEC - 5 2011
Time:
Harris County, Texas
By
Deputy

SPRING INDEPENDENT SCHOOL DISTRICT	§	IN THE DISTRICT COURT
	§	
VS.	§	190th JUDICIAL DISTRICT
	§	
KAREN KRISTINE SILVIO	§	HARRIS COUNTY, TEXAS

MOTION TO REQUEST A COURT HEARING FOR DISCLOSURE OF AMOUNT OF ALL LIENS ASSESSED AGAINST DEFENDANT KAREN KRISTINE SILVIO BY DEFENDANT BIRNAM WOODS-FAIRFAX HOMEOWNERS ASSOCIATION, INC.

COMES NOW, Defendant, Karen Kristine Silvio, named Defendant in the above entitled and numbered cause, and files this her Motion to Request a Court Hearing for Disclosure of Amount of Liens Assessed Against Defendant Karen Kristine Silvio by Defendant Birnam Woods-Fairfax Homeowners Association, Inc. and in support thereof shows the Court the following:

I. PARTIES

INTERVENOR(S)

HARRIS COUNTY, ON BEHALF OF ITSELF AND THE FOLLOWING COUNTY- WIDE TAXING AUTHORITIES, THE HARRIS COUNTY DEPARTMENT OF EDUCATION, THE PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, THE HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT (HEREINAFTER HARRIS COUNTY), HARRIS COUNTY EMERGENCY SERVICES DISTRICT # 07, LONE STAR COLLEGE SYSTEM AND HARRIS COUNTY EMERGENCY SERVICES DISTRICT # 11

DEFENDANT(S)

KAREN K. SILVIO, MICHAEL B. NEWMAN (IN REM ONLY), GENESIS TAX SOLUTIONS, INC. (IN REM ONLY), BIRNAM WOODS-FAIRFAX HOMEOWNERS ASSOCIATION, INC. (IN REM ONLY)

E7

NO. 2011-02852

SPRING INDEPENDENT SCHOOL DISTRICT	§	IN THE DISTRICT COURT OF
VS.	§	HARRIS COUNTY, TEXAS
KAREN K. SILVIO, ET AL	§	190TH JUDICIAL DISTRICT

MASTER IN CHANCERY'S REPORT TO THE DISTRICT COURT

The Master in Chancery appointed in this case reports to the District Court that Order of Dismissal should be granted/denied in this case on the basis of record.

Signed on this, the ______ day of APR 12 2012 ______, 20___.

RESPECTFULLY SUBMITTED,

Master in Chancery
HARRIS County, Texas

Unofficial Copy Office of Chris Daniel District Clerk

FILED
Chris Daniel
District Clerk
MAR 30 2012
Time: ______
Harris County, Texas
By ______
Deputy

FILED
Chris Daniel
District Clerk
MAR 30 2012
Time: 1:00
Harris County, Texas
By ______
Deputy

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS- AT- LAW
PO Box 3064
Houston, TX 77253-3064
(713) 422-7152

March 17, 2015

T5-P0-S1,571

Closed in 2005

KEYSTONE LENDING CORP
23106 NAPLES DR
SPRING TX 77373-6870

1050427539
1,813

DELINQUENT TAXES	:	$4,651.60
PENALTY/INTEREST	:	$6,930.40
TOTAL DUE	:	$11,582.00

RE: 2066215100000 - BUSINESS PERSONAL PROPERTY F&F M&E ... and 1 other property (see attached DELINQUENT ACCOUNT STATEMENTS)

Pay Your Taxes and Avoid a Seizure of your Assets

Your personal property is subject to seizure for the payment of delinquent tax, penalty and interest which you owe the respective taxing entities reflected on the attached bill on your business personal property. Personal property that is subject to seizure includes tangible personal property, demand or time deposits, cash on hand, certificates of deposit, and notes or accounts receivable, including rents and royalites.

Upon application by the collector without further notice to you, a court may direct the Constable and the Tax Assessor-Collector to seize as much of your personal property as may be reasonably necessary for the payment of all taxes, penalties and interest included in the application as well as all costs of seizure and sale.

Avoid the potential loss of your assets and possible disruption of your business by contacting our office immediately to make arrangements for payment at 713-422-7152. **Payment may be made by credit card or eCheck.**

Si necesita ayuda en espanol, por favor llame al numero 713-576-1341.

For questions contact:
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP*
Attorneys at Law
713-422-7152 – fax 713-576-7286
Email: houstonfielddivison@publicans.com

To make payment:
1. Make check payable to: **Mike Sullivan, Tax Assessor-Collector**
2. Mail check and coupon to:
   Harris County Tax Assessor-Collector
   P.O. Box 4576
   Houston, TX 77210-4576

* For City of Pasadena delinquent property tax accounts, Roy D. Mease & Associates in association with LINEBARGER GOGGAN BLAIR & SAMPSON, LLP.

If you are on active duty in the military, contact the Harris County Tax Assessor-Collector's Office at (713)274-8000 or email tax.office@tax.hctx.net to determine if you qualify for a deferral or waiver of penalties and interest on these taxes.

There may be other taxing entities for which we do not collect. You may contact the Harris County Tax Assessor-Collector's Office for information regarding those entities.

Sincerely,

Norman J. Nelson
Attorney at Law

EA

G-113

If you are current in paying your taxes under an installment agreement or are a debtor in a pending bankruptcy, please contact us so we can code your account to avoid further mailings to you. If you are in bankruptcy we will need your cause number. If you are represented by a lawyer, please forward this letter to him/her. If you think these taxes are paid, please contact the Harris County Tax Assessor-Collector's Office at (713)274-8000 or email tax.office@tax.hctx.net

THE STATE OF TEXAS

MANDATE

Court of Appeals

First District of Texas

NO. 01-10-00081-CV

KAREN KRISTINE SILVIO, Appellant

V.

JOLYNN BOGGAN, INDIVIDUALLY AND AS ADMINISTRATRIX OF THE ESTATE OF SYBIL CHRISTINE SILVIO; GARY SILVIO; AND REBECCA A. WAGLEY, Appellees

Appeal from the Probate Court No. 2 of Harris County. (Tr. Ct. No. 370,090-401).

TO THE PROBATE COURT NO. 2 OF HARRIS COUNTY, GREETINGS:

Before this Court, on the 16th day of February 2012, the cause upon appeal to revise or to reverse your judgment was determined. This Court made its order in these words:

> This case is an appeal from the final judgment signed by the trial court on December 22, 2009. After submitting the case on the appellate record and the arguments properly raised by the parties, the Court holds that there was reversible error in the portion of the trial court's judgment declaring that the deed of September 18, 2004 was void. Accordingly, the Court **reverses** this portion of the trial court's judgment. The Court further **renders** judgment that appellees take nothing on their claims regarding the September 18, 2004 deed.
>
> The Court further holds that there was no reversible error in the remaining portions of the trial court's judgment. Therefore, the Court **affirms** the remaining portions of the trial court's judgment.

Ex P

The Court **orders** that the appellees, Jolynn Boggan, Individually and as administratrix of the Estate of Sybil Christine Silvio; Gary Silvio; and Rebecca A. Wagley, jointly and severally, pay one half of the appellate costs.

The Court **orders** that this decision be certified below for observance.

Judgment rendered February 16, 2012.

Panel consists of Chief Justice Radack and Justices Bland and Huddle. Opinion delivered by Chief Justice Radack.

WHEREFORE, WE COMMAND YOU to observe the order of our said Court in this behalf and in all things to have it duly recognized, obeyed, and executed.

April 1, 2013

Date

CHRISTOPHER A. PRINE
CLERK OF THE COURT

F-2

THE STATE OF TEXAS

Court of Appeals

First District of Texas

BILL OF COSTS

No. 01-10-00081-CV

Karen Kristine Silvio

v.

Jo Lynn Boggan, Indivdiually and as Administratrix of the Estate of Sybil Christine Silvio, Rebecca A. Wagley and Gary Silvio

NO. 370090401 IN THE PROBATE COURT NO 2 OF HARRIS COUNTY

TYPE OF FEE	CHARGES	PAID/DUE	STATUS	PAID BY
MT FEE	$15.00	03/05/2012	INDIGENT	ANT
MT FEE	$15.00	03/05/2012	INDIGENT	ANT
MT FEE	$10.00	09/06/2011	PAID	APE
MT FEE	$10.00	06/22/2011	INDIGENT	ANT
MT FEE	$10.00	06/21/2011	INDIGENT	ANT
MT FEE	$10.00	06/08/2011	INDIGENT	ANT
MT FEE	$10.00	06/08/2011	INDIGENT	ANT
MT FEE	$10.00	04/01/2011	INDIGENT	ANT
MT FEE	$10.00	03/29/2011	INDIGENT	ANT
SUPP CLK RECORD	$0.00	03/15/2011	INDIGENT	ANT
MT FEE	$10.00	02/22/2011	INDIGENT	ANT
MT FEE	$15.00	11/24/2010	PAID	APE
CLK RECORD	$497.00	11/12/2010	PAID	ANT
MT FEE	$10.00	09/03/2010	INDIGENT	ANT
MT FEE	$10.00	08/16/2010	INDIGENT	ANT

Y-3

MT FEE	$10.00	08/16/2010	INDIGENT	ANT
MT FEE	$10.00	04/27/2010	INDIGENT	ANT
MT FEE	$10.00	04/21/2010	PAID	APE
FILING	$175.00	04/09/2010	PAID	ANT
MT FEE	$10.00	02/12/2010	PAID	ANT

The costs incurred on appeal to the First Court of Appeals Houston, Texas are $857.00.

Court costs in this case have been taxed in this Court's judgment

I, **Christopher A. Prine,** Clerk of the Court of Appeals for the First District of Texas, do hereby certify that this is a true statement of the costs of appeal in this case.

IN TESTIMONY WHEREOF, witness my hand and the seal of the Court of Appeals for the First District of Texas, this April 1, 2013.

Christopher A. Prine

CHRISTOPHER A. PRINE
CLERK OF THE COURT

K-4

LAST WILL AND TESTAMENT
OF
JOSEPH E. SILVIO

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS ()

THAT I, JOSEPH E. SILVIO, of the County of Harris and State of Texas, being of sound and disposing mind and memory and above the age of eighteen (18) years, do hereby make, publish and declare this my Last Will and Testament, hereby revoking any and all Wills and Codicils, if any, heretofore made by me.

I.

It is my will and desire and I hereby direct that all my just debts be paid as soon after my death as can be conveniently done without unnecessary sacrifice of any of the properties of my Estate, by my Executors to be hereinafter appointed.

II.

After the provisions of Paragraph I hereof, it is my will and desire and I hereby will, devise and bequeath all my property and Estate of every character and description, real, personal or mixed, and all claims and choses in action of which I may die seized or possessed, or to which I may be entitled, in fee simple to my five (5) natural children, DONNA HYDEN, JO LYNN BYRNS, GARY E. SILVIO, REBECCA ANN WAGLEY and KAREN K. SILVIO, to share and share alike. If any of the above five (5) children above decide not to exercise their heirship rights and accept their share of the property bequeathed to them in this paragraph, then and in that event, their proportionate share of my estate shall pass and vest absolutely and in fee simple to all of my natural grandchildren, to share and share alike among them, equally.

III.

I hereby nominate, constitute and appoint OTTICE L. PARKER and JO-LYNN BYRNS, Joint Independent Executors of this Will, giving and granting unto my Joint Executors, full and complete power to do any and all things in connection with the managing of my said Estate,

Ex of 5

including by way of limitation, the power to sell, mortgage, lease and execute any and all legal instruments, of whatsoever nature as in either's judgment may seem fit, the same as I could do if living and acting in person and I direct that no bond or other form of security ever be required of either of them as such, and that no action shall be had in the County Courts in relation to the settlement of my Estate, than the probating and recording of this Will and the return of Statutory Inventory, Appraisement, and list of all claims of such Estate, as required by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 6th day of July A.D., 1981, in the presence of the undersigned attesting witnesses, who, at my request, and in my presence, sign their names hereto as attesting witnesses.

Joseph E. Silvio

JOSEPH E. SILVIO, Testator

The above instrument was now here subscribed by the said JOSEPH E. SILVIO, Testator, and we, at the request of and in the presence of said Testator and in the presence of each other, sign and subscribe our names hereto as attesting witnesses.

David D. Dreer

WITNESS

Mike Martinez

WITNESS

F-16

THE STATE OF TEXAS ()

COUNTY OF HARRIS ()

BEFORE ME, the undersigned authroity, on this day personally appeared JOSEPH E. SILVIO, Gerald G. Green and Mike Matthews, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the foregoing instrument in their respective capacities, and all of said persons being by me first duly sworn, upon oath, the said JOSEPH E. SILVIO, Testator, declared to me and to the said witnesses that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed for the purposes therein expressed; and the said witnesses, each on his oath, declared to me in the presence and hearing of said Testator that said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such, and wanted each of them to sign it as a witness and upon their oaths, each witness stated further that they did sign the same as a witness, in the presence of each other, and in the presence of said Testator; and that said Testator was at the time nineteen years of age, or over, and was of sound mind and that each of said witnesses was then at least fourteen years of age.

Joseph E. Silvio
JOSEPH E. SILVIO, Testator

David D. [illegible]
WITNESS

Mike Matthews
WITNESS

F7

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the said JOSEPH E. SILVIO, Testator, Gerald G. Green and Mike Mathhews, WITNESSES, THIS THE 6th day of July A.D., 1981.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires:
June 1, 1985

F8

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

ASSIGNMENT OF GIFT

That we, Donna Hyden, Jo Lynn Byrns Boggan, Gary E. Silvio, Rebecca Ann Wagley and Karen K. Silvio, of the County of Harris, State of Texas, hereinafter referred to as "Assignor" whether one or more, for and in consideration of and the love and affection which we have and bear unto and toward our mother, Sybil Silvio, hereinafter referred to as "Assignee", hereby give, grant, convey, transfer, assign and deliver unto Assignee any and all right, title and interest of Assignor in and to all personal property, hereinafter referred to as the "Property", of whatever kind or nature, devised and bequeathed to Assignor under and pursuant to the Last Will and Testament of Joseph E. Silvio dated July 6, 1981, hereinafter referred to as the "Will", which Will was admitted to probate in the Probate Court Number 3 of Harris County, Texas on November 3, 1987 in Cause No. 217130, including specifically, without limitation, all of the personal property described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

TO HAVE AND TO HOLD, all of said Property together with all and singular the rights and appurtenances thereto and in any wise belonging thereto to the said Assignee, her heirs, personal representatives, legal representatives, and assigns forever, subject however, to any and all debts of Joseph E. Silvio and his estate.

Assignee does hereby agree to indemnify, save and hold harmless Assignor of and from any and all claims, losses, causes, expenses, liabilities, suits, judgments or damages, including, without limitation, reasonable attorneys fees which Assignor hereinafter may incur, suffer, or be required to pay to any person or entity arising out of or resulting from any claims of any creditors or claimants of the estate of Joseph E. Silvio. By this indemnification Assignee is not attempting to create any rights in any third parties. This indemnity does not purport and shall not be construed to create in any third party any rights or claims against Assignee pertaining to any debts or claims against the estate of Joseph E. Silvio.

KG

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on this the 30 day of January, 1987.

ASSIGNOR:

DONNA HYDEN

JO LYNN BYRNS BOGGAN

GARY E. SILVIO

REBECCA ANN WAGLEY

KAREN K. SILVIO

ACCEPTED AND AGREED:

SYBIL SILVIO

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DONNA HYDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of January ~~December~~, 1987.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

F10

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared KAREN K. SILVIO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December~~ January, 198~~6~~

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared SYBIL SILVIO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December~~, 198~~6~~ January

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

E11

L579918

03/14/88 00591749 L579918 $5.00

GENERAL WARRANTY DEED

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

THE STATE OF TEXAS *
*
COUNTY OF HARRIS * KNOW ALL PERSONS BY THESE PRESENTS

That the undersigned, KAREN K. SILVIO, Co-Independent Executor of the Estate of JOSEPH E. SILVIO, and JO LYNN BYRNS BOGGAN, Co-Independent Executor of the Estate of JOSEPH E. SILVIO, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid by the grantees hereinafter named, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed for all purposes, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto SYBIL C. SILVIO, a one-half (1/2) undivided interest, and unto DONNA HYDEN, JO LYNN BYRNS BOGGAN, GARY E. SILVIO, REBECCA ANN WAGLEY, and KAREN K. SILVIO, a one-tenth (1/10) undivided interest each, in and to all of the following described real property located in Harris County, Texas, together with all improvements situated or located thereon, to-wit:

LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs, executors, administrators and assigns forever; and we do hereby bind ourselves in our representative capacity only and our successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs, executors, administrators and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements and rights of way, if any, applicable to and enforceable against the above described real property as now reflected by the records of the County Clerk of Harris County, Texas.

Current ad valorem taxes on the above described property as of the date hereof are assumed by grantees and grantees covenant and promise to pay the same.

Executed this 8 day of March, 1988.

ORIGINAL CERTIFIED COPY

[signature]
KAREN K. SILVIO, Co-Independent Executor of the Estate of JOSEPH E. SILVIO

FILED FOR RECORD
8:30 A.M.
MAR 14 1988
[signature]
County Clerk, Harris County, Texas

[signature]
JO LYNN BYRNS BOGGAN, Co-Independent Executor of the Estate of JOSEPH E. SILVIO

F12
1

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

THE STATE OF TEXAS *
 * KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared KAREN K. SILVIO, Co-Independent Executor of the Estate of JOSEPH E. Silvio, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office on this 8th day of March, 1988.

Albert R. Stetson

Notary Public in and for
Harris County, Texas
My commission expires:

THE STATE OF TEXAS *
 * KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared JO LYNN BYRNS BOGGAN, Co-Independent Executor of the Estate of JOSEPH E. SILVIO, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office on this 8th day of March, 1988.

Albert R. Stetson

Notary Public in and for
Harris County, Texas
My commission expires:

Grantee's Mailing Address Is:
23102 Naples
Spring, Harris County, Texas 77373

Return to:
Williams, Birnberg & Andersen
6671 Southwest Frwy., Suite 303
Houston, Texas 77074-2209
Attn: Thomas B. Anderson

F013

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 14 1988

Anita Rodeheaver
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JO LYNN BYRNS BOGGAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December,~~ January 1987.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GARY E. SILVIO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December,~~ January 1988.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared REBECCA ANN WAGLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of ~~December,~~ January 1988.

Alberta R. Jackson
NOTARY PUBLIC-STATE OF TEXAS
Alberta R. Jackson
Printed Name of Notary
My commission expires: 8/26/91

F14

20060162440
10/31/2006 RP2 $20.00

Loan No.: ___________

WP

GENERAL WARRANTY DEED

STATE OF Texas §
§ ss.: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Harris §

THAT Donna Hyden, of HARRIS County, TEXAS, Jo Lynn Byrns Boggan, of HARRIS County, TEXAS, Gary E. Silvio of HARRIS County, TEXAS and Rebecca Ann Wagley, of HARRIS County, TEXAS, hereinafter called "Grantors", for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantors, in hand paid by Karen K. Silvio, hereinafter called "Grantee", whose mailing address is 12200 Northwest Freeway, Suite 509, Houston, TX 77092, the receipt and sufficiency of which is hereby acknowledged, each Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, an undivided 1/10 interest or any interest that he or she may have in and to the following described property located in Harris County, Texas, to-wit:

LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever. AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns shall be construed to mean "successors and assigns".

EXECUTED this 15TH day of SEPTEMBER 2003

Donna Hyden [signature]

Jo Lynn Byrns Boggan [signature]

Gary E. Silvio

Rebecca Ann Wagley [signature]

F15

EXHIBIT "A" (R&A)110257LA - creditdeed.tx

Loan No.: ________

INDIVIDUAL(S) ACKNOWLEDGEMENT

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on Sept 15, 2003, by Donna Hyden.

PATSY JAESCHKE NOTARY PUBLIC STATE OF TEXAS My Commission Expires FEBRUARY 10, 2006

Patsy Jaeschke
Notary Public

Printed Name of Notary Public

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on Sept 15, 2003, by Jo Lynn Byrns Boggan.

PATSY JAESCHKE NOTARY PUBLIC STATE OF TEXAS My Commission Expires FEBRUARY 10, 2006

Patsy Jaeschke
Notary Public

Printed Name of Notary Public

STATE OF TEXAS, ____________ County ss:

This instrument was acknowledged before me on ____________, ________, by Gary E. Silvio.

Notary Public

Printed Name of Notary Public

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on Sept 15, 2003, by Rebecca Ann Wegley.

PATSY JAESCHKE NOTARY PUBLIC STATE OF TEXAS My Commission Expires FEBRUARY 10, 2006

Patsy Jaeschke
Notary Public

Printed Name of Notary Public

FILED 2006 OCT 31 PM 2:04 Beverly B. Kaufman COUNTY CLERK HARRIS COUNTY, TEXAS

RETURN ORIGINAL TO:

Karen K. Silvio
~~12200 Northwest Freeway, Suite 500~~
~~Houston, TX 77092~~
23106 Naples
Spring, TEXAS 77373

File

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

000026

(R&A)H162571A - cashdeed.ts

Loan No.: ____________

GENERAL WARRANTY DEED

20070070502
02/05/2007 RP1 $20.00

STATE OF Texas §
§ ss.: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Harris §

THAT Sybil C. Silvio, of HArris County, TEXAS, hereinafter called "Grantor", for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor, in hand paid by Karen K. Silvio, hereinafter called "Grantee", whose mailing address is 12200 Northwest Freeway, Suite 509, Houston, TX 77092, the receipt and sufficiency of which is hereby acknowledged, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, an undivided 1/2 interest or any interest that she may have in and to the following described property located in Harris County, Texas, to-wit:

LOT FORTY-ONE (41), IN BLOCK SEVEN (7) OF BIRNAM WOOD, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 96 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever. AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns shall be construed to mean "successors and assigns".

EXECUTED this 18th day of September 2004

Sybil C. Silvio ____________________ ____________________

____________________ ____________________

FILED FOR RECORD
8:00 AM

FEB - 5 2007

County Clerk, Harris County, Texas

(R&A)1162571 - cashdeed.tx

EXHIBIT "B"

6/02/2016

SPRING I.S.D. TAX OFFICE
16717 ELLA BLVD.
P O BOX 4826
HOUSTON TX 77210-4826
281-891-6160 FAX 281-891-6161

2015 CURRENT TAX STATEMENT

ACCOUNT NUMBER
103-521-000-0041

LEGAL DESCRIPTION
LT 41 BLK 7
BIRNAM WOOD SEC 1

SILVIO KAREN K
SILVIO GARY EDWARD
WAGLEY REBECCA ANN
23102 NAPLES DR
SPRING TX 77373-6870

Assessment Ratio = 100% .1929 ACRES 23102 NAPLES DR

PROPERTY CLASS	LAND	AG EXCLUSION	IMPROVE-MENTS	PERSONAL PROPERTY	APPRAISED VALUE
HOMESITE	15,256		94,007		109,263
NON-HOMESITE					
AG VALUE					
TOTAL	15,256		94,007		109,263

TAXING ENTITY	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER $100	TAX AMOUNT
SPRING ISD	109,263		109,263	1.469960	1,606.12
			TOTAL TAX PAID --->		803.06
			BASE TAX DUE ----->		803.06

EXEMPTIONS:

TAXES ARE DUE UPON RECEIPT. TAXES BECOME DELINQUENT ON: FEBRUARY 1, 2016

The CAD changed the name and/or address on this account on Correction Roll # 09

The Harris County Appraisal District determines what property is to be taxed, its appraised value, whether to grant exemptions, ownership name and address, and what taxing jurisdictions can tax the property. Any questions regarding this information should be directed to the CAD.

Exh G

April 27, 2012

Hays Utility District Operation and Management
P.O. Box 1209
Spring, Texas 77383

Attn: Rob Clark
Rita Rodriguez

Dear Rob and Rita:

After speaking with you a little more then a week ago I have compiled a list of questions to be answered and documents to be produced at your earliest convenience. As discussed, there is great concern over the Security Contract between Harris County WCID #136 and Constable Ron Hickman's Office for the security of Birnam Wood - Fairfax Area or as you refer to it "District 136". There are questions with no answers which causes assumptions, which leads to, sometimes miss-information.

I am not sending this request for any other reason then to get those questions answered and to try and understand a lot that has transpired. I will admit to my ignorance in a lot of areas and ask for your patience while I ask questions and request documentation that will hopefully enlighten me.

1). Copy of Contract between HCWCID #136 and Constable Ron Hickman for Security for of District 136 for 2010 and 2012. I have the contract for 2011.
2). I have a report in my possession, from 6/27/2011, see attached copy. On the front page it reflects the "meter count". I would like to see a copy of this report from 01/01/10 to Y-T-D.
3). All Security "call reports" from 01-01-10 to Y-T-D.
4). Print out of water utility expenses for each house - interested only in the amount of gallons used per address vs. the amount of the bill.
5). Copy of the minutes of the meeting when HCWCID #136 was first requested to take on the Operation of the Security Contract for Birnam Wood - Fair Fax or "District #136".
6). A copy of the contract between Birnam Wood - Fair Fax and HCWCID #136 regarding your cost and/or expenses of operating and management of the Security of Birnam Wood - Fairfax.
7). A copy of any contract between HCWCID #136 and Constable Ron Hickman Precinct 4 regarding your cost and/or expenses of operating and management of the Security of Birnam Wood - Fairfax.
8). Are the businesses ie Schools, Fire Dept., Stores, Churches etc paying the same rate as the homeowners for Security?
9). How many homes or businesses have ever had new meters installed Y-T-D under District 136?
10). Address list of all houses or entities that you consider District 136.

ExK

11). Who all was at the meeting when the request was made that HCWCID #136 take over the operations and management of the Security
12). Who made the request of you to take over the operations and management of the security for Birnam Wood/ Fairfax or District 136?
13). Please send me a copy of the minutes to the meeting when the request was made
14). Please send me a copy of the minutes to the meeting when the answer was given.
15). Also who at HC WCID #136 gave the authority to do so.

These next two problems are more my own personal issues that I need resolved.

1). On January 29, 2010 there was a main water line that bust and as a result, HC WCID #136, tore up my driveway in order to repair it. According to your Supervisor he stated to me that the reason they dug up the right side of my yard and then the left side of my yard was because they failed to read the survey prior to digging. I have lost 2 Pine Trees and shrubs as a result of this. I understand that you have the right to that line but you don't have a right to negligently dig without first making sure of where it is that you need to dig and tear up my landscaping only because you failed to read a survey prior to digging. The Supervisor assured me that you would replace and repair my any landscaping because of this.

You did replace the shrubs that you killed with more dead shrubs. Rob can attest to the fact that they have been dead since day one and are still dead to this day. The 2 dead pine trees have never been removed and I worry with every wind and rain that they will fall on my house. I had at least 2 conversations with your Supervisor. When will these trees be removed? When will the shrubs be replace with living shrubs?

2). Thru your website I printed out a history of my water usage and a history of my water bill. I ran a tape of the amount of my bill for each year. From 2007 to 2008 my water bill increased 50.7%. Since 2006 my water bill has increased 85.75%.

On March 25, 2010 I came home to find a leak in the attic above my kitchen. I hired the people to come in and fix that leak along with a slow leak I had in the toilet of my master bath. I have had no water problems since then. However I would like for you to look at the water usage for the entire year of 2010. Six months out of the year it reflects that I used a small swimming pool of water - every month. The other 5 months of that year are still anywhere from 2-4000 gallons more then normal.

K-2

According to a swimming pool company a small pool holds 10-12000 gallons of water, a medium pool holds 20-25000 gallons of water and a large pool holds 35-40000 gallons of water. I do not own a pool or spa. I was cited over and again by the HOA because I have not watered my yard or my Mothers yard since the day she died, August 1, 2006. From March 25, 2010 until Y-T-D my toilet in my master bath has remained turned off (only because the man evidently never turned it back on and I never knew it until October 2011 because it is basically is never used). I live alone. I wash - all said - maybe 2 loads of laundry per week. Maybe.

Wait!! It gets worse. If you look at July 2011 there was 10,000 gals, August 2011, 14000 gals and September 2011 a whopping 23000 gals of water!!! Just for me? I called in October and miraculously it went back down to 6,ooo gals as it had been from Jan 2011 and has been since September 2011. For those 3 months I used 47000 gallons of water!!! That is larger then your largest swimming pool holds. I'm fricken lucky to be alive!!! What explanation was I given when I called your office? That I must have a leak somewhere but when I pointed out that in October I was back to 6000 gals and asked if ya had fixed that leak, I got no response.

I would like to also point out that from 2003 - 2007 I had a child living with me. A teenage girl that changed clothes all the time and in looking at my bill I never broke 6000 gallons of water usage except on 3-4 occasions. That was back when I watered my yard and my Mothers on a weekly basis. Please keep in mind that I am not talking about prices I am talking about water usage.

In comparison I have spoke with other people in the subdivision. I have made it a point to compare my water bill with other single people (some that water their yards and some that don't), two people homes, 3 people homes, 4 people home and one that was 6 people - imagine their laundry!! I can tell you that everyone of us had a bill from $60.00 to $65.00 (at the very max). You got some splainin' to do Lucy!! Lol - because this just does not make any sense.

Are we or are we not on meters? Are we or are we not being billed per usage? If we are then how can the above comparison hold up?

I am requesting an answer or explanation to every question and to receive the documentation requested as I am aware of the "open records policy". If it is possible, and I assume that the reports that I am asking for are all on computer, as I am asking for past information and/or documentation, please send this all to me by the end of this week or at the very most within 10 days.

H3

Thank you for your time and cooperation in this matter. If there are any questions please do not hesitate to contact me at the phone number, address or email address reflected below.

Respectfully,

Kristy Silvio
Kristysilvio@yahoo.com
23106 Naples Drive
Spring, Texas 77373
281-825-2851

Comptroller of Public Accounts Form 53-xxx (Rev.7-15/8)

Texas Unclaimed Property General Claim Form

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or phone number listed on this form.

Claim number: 17133057

KAREN SILVIO
23102 NAPLES DR
SPRING, TX 77373-6870

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
Unclaimed Property Claims Section
P.O. Box 12046
Austin, TX 78711-2046

CLAIMANT INFORMATION

Name (Last) Silvio (First) Karen (Middle) Kristine (Maiden)

Additional owner (Last) (First) (Middle) (Maiden)

SSN / Estate or Trust Tax ID number: 370,090-401

Claimant SSN: 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

Current mailing address: 23102 Naples Drive

City: Spring State: TX

Daytime phone (Area code and number): 281 825 2851

ZIP code: 77373

Email address: KristySilvio@yahoo.com

FAX (Area code and number): 888-830-9036

The named Claimant hereby certifies that this claim for property presumed abandoned is valid and just, that all statements herein are true and correct, and that upon payment of this claim said Claimant will indemnify and hold harmless the State of Texas, the Comptroller and its employees from any damages, claims, or losses of any kind resulting from the payment of the property to the Claimant.

sign here ▶ Claimant's signature [signature] Date 1-9-17

sign here ▶ Additional owner's signature Date

Would you like to contribute all or part of your claim to the Match the Promise Foundation? ☐ YES ☒ NO ____ %

PLEASE COMPLETE, SIGN, AND RETURN THE CLAIM FORM WITH A COPY OF YOUR IDENTIFICATION EVEN IF YOU ARE UNABLE TO PROVIDE ALL THE REQUESTED DOCUMENTS.

1

PROPERTY INFORMATION — FOR OFFICE USE ONLY

Reported property owner: SYBIL SILVIO

Reported additional owner:

Reported property address: 23106 NAPLES DR, SPRING, TX 77373

Property type: UTILITY DEPOSIT

Description:

Reporting company: HARRIS COUNTY WCID 136

Last active date: 02/23/2009

Claimed amount: 50.00

PROPERTY INFORMATION — FOR OFFICE USE ONLY

Reported property owner: Noting Mother was at 23102 not 23106 Naples Dr

Reported additional owner:

Reported property address:

Property type: Ariella 2/21/17

Description:

Reporting company: 2:16pm.

Last active date:

Claimed amount:

— FOR INTERNAL USE ONLY —

Issued to

Claim number: 17133057

Approved by | Date | Number of properties: 1 | Total amount of claim: 50.00

If you have any questions regarding Unclaimed Property, call 1-800-321-2274. The Austin number is 512-463-3040.

Ex I

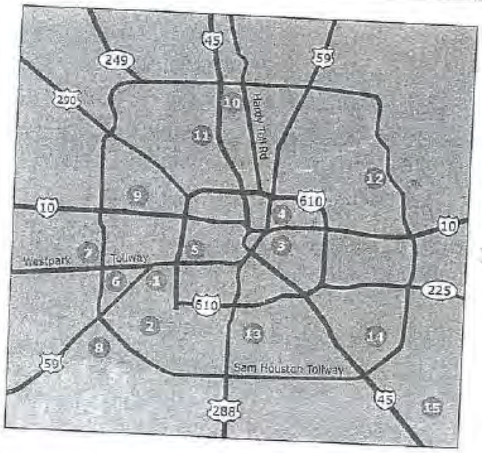
FREE Quality Tax Preparation
by Neighborhood Tax Centers

- FREE tax preparation
- FREE e-filing for FAST refund
- FREE direct deposit
- FREE ITINs

OPEN JANUARY THROUGH APRIL 2013

Who is eligible?
- Families earning up to $50,000
- Single individuals earning up to $30,000

No appointments. Walk-ins only.



1 **Baker-Ripley Neighborhood Center**
6500 Rookin, 77074
Open All Year. Call 2-1-1.
Jan, Feb, Apr: M-F 9-7; Sat 9-4
Open Sun 1-5 on 1/27, 2/3, 2/10, 2/17
March: M-F 9-6; Sat 9-1

2 **West Orem YMCA**
5801 West Orem Dr, 77085
Between S Post Oak & Chimney Rock
Jan, Feb, Apr: M-Th 1-7; Sat 10-3
March: M-Th 1-6; Sat 10-1

3 **Ripley House**
4410 Navigation Blvd, 77011
Jan, Feb, Apr: M-F 10-6:30; Sat 9-2
March: M-W 10-6; Th-Sat 9-2

4 **Fifth Ward Multi-Service Center**
4014 Market St, 77020
Jan, Feb, Apr: M, W 10-7; T, Th 10-6
March: M, W 11-7; T, Th 11-6

5 **Lakewood Church**
3700 Southwest Fwy, 77027
M, T 6:15-8; Sat 9-1

WEST

6 **Chinese Community Center**
9800 Town Park Dr, 77036
M, T, Th, Sat 1-6

7 **St. Cyril Catholic Church**
10503 Westheimer Rd, 77042
T, Th 4-8; Sat 9-2

FORT BEND

8 **United Way Fort Bend Service Center**
10435 Greenbough Dr, Stafford 77477
M, T, Th 10-7; Sat 10-2

SPRING BRANCH

9 **Memorial Assistance Ministries**
1625 Blalock Rd, 77080
M, T, Th, F 1-7; Sat 9-3; Sun 1-4

NORTH

10 **LINC Houston**
161 West Rd, 77037 (exit 59 on I-45)
Jan, Feb, Apr: M, W, F 10-7; T, Th, Sat 9-4
March: M, W 10-6; T, Th, F 9-4; Sat 9-1

11 **Acres Homes Multi-Service Center**
6719 W. Montgomery, 77091
Jan, Feb, Apr: M, T 10-7; W, F 10-5; Sat 10-2
March: M, T 10-6; W, F 10-5; Sat 10-2

March 29 - 31: Schedule changes for Easter weekend, call 2-1-1.
International students/faculty requiring 1040NR, call 2-1-1.

EAST

12 **Wendel D. Ley YMCA**
15055 Wallisville Rd, 77049
Jan, Feb, Apr: T, Th 11-6:30; Sat 9-2
March: T, Th 12-6:30; Sat 9-2

SOUTHEAST

13 **Sunnyside Multi-Service Center**
4605 Wilmington St, 77051
M-F 9-5

PASADENA

14 **Cleveland-Ripley Neighborhood Center**
720 Fairmont Pkwy, 77504
Jan, Feb, Apr: M-F 10-7; Sat 10-4
March: M-W 10-7; Th, F 10-4; Sat 10-2

15 **United Way Bay Area Service Center**
1300 Bay Area Blvd, 77058
Jan, Feb, Apr: M-Th 10-7; Sat 10-1
March: M-Th 11-7; Sat 10-1

E5

Neighborhood Tax Centers

United Way
United Way of Greater Houston

Subject: Response to your recent inquiry (Case ID 124973094) (KMM31642551V57167L0KM)

From: eCustomerCare National (ECCADUSER@usps.gov)

To: KRISTYSILVIO@YAHOO.COM;

Date: Tuesday, October 6, 2015 1:46 PM

Dear Karen Silvio:

I regret learning of the inconvenience you have experienced.

According to US Postal Policy, the carrier can not deliver mail to a vacant address. If the address is vacant, even if you moved next door, the carrier must return the mail to sender. You cannot place your mail on hold for a two year period. You can rent a Post Office Box to receive mail.

Please accept our sincere apology for any inconvenience this matter may have caused you.

Sincerely,
Consumer Affairs

****
Your privacy is important to us. If you would like additional information on our privacy policy, please visit us online at: www.usps.com.

Exh K

SILVIO KAREN

MAKE CHECK PAYABLE TO:	SERVICE ADDRESS		ACCOUNT NUMBER
HARRIS CO. W.C.I.D. #136 P. O. BOX 2569 SPRING TX 77383	23102 NAPLES DR		20820-4021660004
SERVICE PERIOD	FROM	TO	BILLING DATE
	FINAL	11/03/15	02/10/17

READ DATE(W)	11/03/15
METER NUM.	52072878
PRES. READ	134.0
PREV. READ	134.0
TOTAL GALLONS	.0
Usage In 1,000's	

	1,000'S GALLONS
02/03/16	.0
11/03/15	.0
11/03/15	.0
11/03/15	.0
10/03/15	.0
09/03/15	6.0
08/04/15	115.0
07/03/15	5.0
06/05/15	.0
06/05/15	.0
04/04/15	.0
03/04/15	.0

DESCRIPTION	AMOUNT
BALANCE FORWARD	923.06
TOTAL NOW DUE	923.06
PENALTY AMOUNT	PAY THIS AMOUNT AFTER
0.00	02/27/2017 923.06

43 SILVIO KAREN

MESSAGES

Pay your bill at www.haysutility.com

FOR YOUR CONVENIENCE,YOU MAY NOW PAY YOUR WATER SERVICE BILL ON-LINE BY DEBIT/CREDIT CARD BY VISITING HAYSUTILITY.COM. VISIT THE "YOUR ACCOUNT" PAGE FOR MORE DETAILS.

Your water service account is past due. Payment must be received in our office by 4:00 p.m. on 02/16/17 or your account will be charged a $15.00 letter processing fee on 02/17/17. Your account is scheduled for termination on 02/28/17. If payment is not received by 4:00 p.m. 02/27/17 your services will be disconnected.

213-E

AVR, Inc.

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO. W.C.I.D. #136
P.O. BOX 2569
SPRING, TX 77383
BILLING INQUIRIES - 281-353-9756
REPAIR - 281-353-9809

Account Number 20820-4021660004
Service Address 23102 NAPLES DR
820

**** OLD FINAL BILL ****		
923.06	02/27/2017	923.06
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

Scan To Pay

SILVIO KAREN
23102 NAPLES DR
SPRING TX 77373-6870

HARRIS CO. W.C.I.D. #136
P. O. BOX 2569
SPRING TX 77383-2569

Exh

20820402166000400009230600009230600000000008

CenterPoint. Energy

Dear Customer:

While you were away, the following CenterPoint Energy representative was at your address:

DATE: 5-18-16

NAME:

PHONE:

For the following reason(s):

- [x] At Your Request:

- [ ] Inspect / Maintain CenterPoint Energy Equipment
- [ ] Construction of New Electrical Equipment
- [ ] Investigation of Customer Complaint
- [ ] Power Quality Check
- [ ] Connect your Electrical Service
- [ ] Re-read Meter
- [ ] Test Meter
- [ ] Meter Maintenance
- [ ] Install / Remove By-Pass
- [ ] Install / Remove Meter & Drops
- [ ] Emergency Power Outage
- [ ] Planned Power Outage Scheduled for
- [ ] Other You Have opening in URD Drops 3.5 ft. to Ped. you Have to Be home to Sign letter accepting By-Pass

Work Completed [ ] Yes [ ] No

Work to Be Completed:

CenterPoint Energy values you as a Customer.

Thank you for this opportunity to serve you.

EXH

CenterPoint Energy

P.O Box 1700 Houston, Texas 77521-1700 713-207-2222

May 25, 2016

Karen Silvio
23102 Naples Dr
Spring , TX 77373

Dear Karen Silvio:

On May 18, 2016, as you requested, a temporary bypass cable was installed at your property due to faulty underground wiring. At that time, you signed a temporary service connection agreement, which granted you thirty days to repair or replace your cable. This is a reminder that on June 18, 2016, the terms of this agreement will expire.

Enclosed is a copy of the Temporary Bypass Cable Agreement you signed. Please carefully review the contract to insure your complete understanding of the contract's conditions and obligations. Please be aware of three important details: (1) Your Retail Energy Provider will be billed a $261.00 Service Charge for every 30 days the cable is in use at your Service Address, (2) When required by City ordinance, an electrical permit must be obtained by your electrical contractor and received by CenterPoint Energy before new wiring connections can be made. Please check with your city to verify if you require a permit. And (3) CenterPoint has the right to remove the Cable at any time after the expiration date without further notice and will not incur any liability as a result of the removal.

Please notify me once your corrections have been made (713-207-7168). Upon notification, the order to remove the temporary bypass cable will be issued. When our crew comes out to remove the bypass cable they will reconnect the new permanent service line that your electrical contractor installed. Bypass cable removals are all worked on a workload and weather permitting basis (this can take up to 15 working days or longer). No one has to be present when our crew comes out to remove the bypass, but our crew must have access to the yard and meter (no locked gates or dogs in the yard – no appointments can be scheduled).

If you have any questions, I can be reached at (713) 207-7168, Monday through Friday, from 8:00 a.m. to 5:00 p.m.

Thank you,

R. Chandler

Rick Chandler
Customer Service

M2

5/24/16

CNP 3276 (9-2011)

CenterPoint Energy Houston Electric, LLC

TEMPORARY BY-PASS CABLE AGREEMENT

A fault has occurred in the Underground Service Conductors ("Service Lateral") that bring electricity from the main distribution supply line to 23102 Naples, your Service Address. These conductors are your property and you will need to have repairs made by an electrical contractor of your choice. If working conditions or other factors prevent permanent repairs being made promptly, we will furnish and install, on a temporary basis, an above-ground service cable ("Temporary Service Cable" or "Cable") to by-pass the Service Lateral. This offer, which is made solely as a matter of convenience to you ("Retail Customer"), is subject to the following conditions:

1. CenterPoint Energy Houston Electric, LLC, a Texas Corporation, hereinafter called "Company" will install a Temporary By-Pass Cable for a maximum of 30 days, which expires on 6-18-2016 (Expiration Date). The company will charge a $261 per month fee to your Retail Energy Provider. You will be billed a Service Charge by your Retail Energy Provider for the installation and removal of this cable.
2. The Cable shall not remain installed for more than 30 days without making prior arrangements with Company. If permanent repairs are not completed by the Expiration Date, and if Company agrees to an extension, an additional fee of $261 per month will be billed to your Retail Energy Provider which will extend the Expiration Date by an agreed upon time period not to exceed 30 days. You will be billed a Service Charge by your Retail Energy Provider for the extension.
3. Service Charges cover the specified 30-day period or any part thereof, without proration.
4. Upon proper removal request notification, provided repairs were made in compliance with Company's Service Standard Guidelines, Company will remove the Cable in a timely manner based on workload priorities, weather permitting. However, Company shall have the right to remove the Cable at any time following the Expiration Date, without further notification, and shall not incur any liability as a result of such removal.
5. You will be responsible for the Cable during the period it is installed at the Service Address. If the Cable is damaged or lost during that period, you will pay Company $150.00 to cover the cost of a replacement cable. The charges for damages are the direct responsibility of the Retail Customer and are in addition to all Service Charges that are billed to your Retail Energy Provider.
6. Where required by City ordinance, an electrical permit must be obtained by your electrical contractor and received by Company before new wiring connections can be made.
7. YOU WILL INDEMNIFY, PROTECT AND HOLD COMPANY, AND ITS OFFICERS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COST THEREOF AND ATTORNEYS FEES) OF ANY KIND AND CHARACTER ARISING AGAINST COMPANY OR IN FAVOR OF YOU OR ANY THIRD-PARTY ON ACCOUNT OF BODILY INJURIES, DEATH, OR DAMAGE OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION PRESENCE, OPERATION, MAINTENANCE, OR REMOVAL OF THE TEMPORARY BY-PASS SERVICE CABLE ON YOUR PROPERTY, ALL REGARDLESS OF WHETHER OR NOT COMPANY OR ITS EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART OR WHETHER OR NOT THERE IS JOINT NEGLIGENCE ON THE PART OF COMPANY OR ITS EMPLOYEES, YOU, OR ANY THIRD PARTY. THIS IDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
8. Each Service Charge will be billed to your Retail Energy Provider. You should contact your Retail Energy Provider to determine if and / or how these charges may be passed on to you, the Retail Customer.
9. By signing below, you agree that you will be responsible for the prompt payment of all charges owed to Company and / or Retail Energy Provider under this Agreement, regardless of whether you are the owner of such property.
10. By the execution of this Agreement, you hereby grant to Company a temporary easement for the installation, presence, operation, maintenance and removal of Company Temporary By-pass Service Cable and necessary appurtenances over and across the property at the Service Address.
11. Additionally, you represent and warrant that you are either the legal owner of such property, or have full legal authority to represent the owner's interests.

If you wish the Company to proceed with installation of the Temporary By-pass Service Cable, please indicate below your understanding and acceptance of the above conditions.

APPROVED AND ACCEPTED this 18 day of May, 2016.

By ______________________

Name Printed Karen K. Silvio

Relationship (owner / tenant / other [please specify]) ______________________

Address ______________________

Telephone Number ______________________

AFFIDAVIT OF MONTIE HYDEN

STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this date personally appeared Montie Hyden, known to me to be the person whose name is subscribed below and who, having been by me duly sworn, stating upon his oath as follows:

1. "My name is Montie Hyden. I am over the age of 18 years, of sound mind and competent to make this Affidavit. I am a resident of Montgomery County, Texas, acting as a witness for Karen Silvio, and I am personally familiar with the facts stated herein which are true and correct.

2. I have never been convicted of a felony of other crime. I have personal knowledge of the facts herein stated and they are true and correct. I am in all ways competent to make this affidavit under law as stated below:

I WAS WITH KAREN SILVIO. JULY 13, 2015, WHEN SHE RECIEVED THE CALL FROM ROB CLARK FROM THE HAYS UTILITY SOUTH WATER COMPANY REGARDING A WATER LEAK FROM HER METER IN THE FRONT YARD. I ACCOMPANIED KAREN SILVIO, MOMENTS AFTER THE CALL, TO HER HOME TO ASSESS THE LEAK AND DAMAGES, IF ANY. WHEN WE ARRIVED THERE WAS NO ONE FROM THE WATER COMPANY AT HER HOME AND THERE WAS NOT A LEAK COMING FROM HER METER. THERE WAS NO STANDING WATER IN HER YARD OR ON THE CURB.

AS A RESULT OF THE WATER COMPANY'S INSISTANCE, THAT THERE WAS A DEFINITE LEAK THAT WAS "GUSHING" WATER, I AND ANOTHER MAN ARRANGED A TIME AND DATE WITH KAREN SILVIO, TO BE THERE ON THE MORNING OF JULY 16, 2015, BETWEEN 9:00-9:30 A.M., TO REPAIR OR REPLACE THE LEAKING PIPE. HOWEVER, WHEN WE ARRIVED AT HER HOME TO PULL THE PIPE FROM THE METER AND REPAIR OR REPLACE IT, WE OPENED THE METER AND FOUND IT HAD ALREADY BEEN REPAIRED BY SOMEONE ELSE WHICH WAS A SHOCK TO US, INCLUDING KAREN SILVIO.

I PERSONALLY NEVER WITNESSED ANY WATER COMING FROM HER WATER METER BETWEEN THE DATES OF JULY 13, 2015 AND JULY 16, 2015.

[signature]

Montie Hyden

Sworn to and Subscribed before me by Montie Hyden on 14 day of January ,2016

Anana Scott [signature]

Notary Public by and for the State of Texas

9-13-17

Commission Expiration Date

SHANA SCOTT
Notary Public, State of Texas
My Commission Expires
September 13, 2017

1

4KN

=

Your Logo Here

Centerpoint Energy
0 Reviews

5006 Adonis Dr Spring, Texas 77373
Website

About

Centerpoint Energy is located at the address 5006 Adonis Dr in Spring, Texas 77373.

Centerpoint Energy has an annual sales volume of 100M+. .For more information contact Gregory Pavlicek, Journeyman or go to www.centerpointenergy.com

For maps and directions to Centerpoint Energy view the map to the right. For reviews of Centerpoint Energy see below.

CONTACT INFORMATION

Website: www.centerpointenergy.com

ADDITIONAL INFORMATION:

Exact Sales Volume: 1000000000

Sales Volume: 100M+

CATEGORIES:

Reviews

Key Contacts

Gregory Pavlicek
JOURNEYMAN

Ex O

Ema Campos
Special Handling Team
Sears Customer Care Network
1300 Louis Henna Blvd
Round Rock, TX 78664
512-248-7884

SEARS

October 15, 2016

Nita Virghes
Better Business Bureau
330 North Wabash Ave., Ste. #2006
Chicago, IL 60611

Re: 11737570 – Karen Silvio

Dear Ms. Virghes:

This letter will acknowledge receipt of the above referenced customer's follow up complaint, which was referred to our office for response.

This matter has been forwarded to the appropriate Sears unit for investigation. Upon completion of our investigation, your office will receive a response to confirm resolution of the complaint.

We appreciate the opportunity to address this matter. Please feel free to contact me if you have any further questions or concerns.

Sincerely,

Ema Campos
Regulatory Specialist, Regulatory Complaints
Sears Holdings Corporation
O: 512.248.7884
F: 512.248.7905
imx integrated member experience

NPOS714

Item Detail Display
SC# 078181021121

05/29/16 16:58:16

Name: SILVIO, KAREN
Sales Date : 05/29/16
Time of Sale: 11:07:27
Transfer to Store:

H: 281-825-2851 W: 281-825-2851

Sale Amount: 1699.90
Reductions : -220.01

Total Amount: 1479.89
Tax Amount : .00
Balance Due : .00

Type an x by the Division number. Then press the desired Fkey.

Sel	Gft Rec Dt	Div	Item/Sku	Description	Quantity	Item Amount
_		046	81197991	OTL SP REF,F	0001	
_		042	01209000	15000BTU,11.	0001	
_		046	84237000	FROST-FREE,1	0001	
_			116000	Misc Account	0001	

FRIDGE
A/C
FREEZER
DELIVERY

F3=Exit F4=Comments F5=Customer F6=Itemhst F7=Bkwd F8=Fwd F9=Payhst
F12=Cancel

D2

NPOS715 Customer Detail Display 05/29/16 16:58:24
SC# 078181021121

Purchasing Customer:
SILVIO, KAREN
23102 NAPLE DR.

SPRING, TX 77373
H 281-825-2851 W 281-825-2851

Deliver to Customer:
SILVIO, KAREN
23102 NAPLE DR.

SPRING, TX 77373
H 281 825-2851 W 281 825-2851

Sales Date :	05/29/16	Sale Amount:	1699.90	Total Amount:	1479.89
Time of Sale:	11:07:27	Reductions :	-220.01	Balance Due :	.00
Delivered :		Discount :	.00		
Pick-Up :		Tax :	.00	Payment Type:	OTH
Delay Bill :		Delivery :	81.99		
Cancelled :		Deposit :		Trans. Type:	SL

Ringing Associate # : 1123 Account #: 471529******1768
Selling Associate # : Transfer to Store:

F3=Exit F4=Comments F5=Item

P3

AMENDMENT TO EARLY PURCHASE OPTION
(limited time promotion – NOT VALID FOR AGREEMENTS EXECUTED AFTER ________)

Date: 05/28/2016

Agreement Number: mxm00255

Lessor : Acceptance Now
19450 Interstate Hwy 45
Spring, TX 77373

Consumer: KAREN SILVIO
23102 NAPLES DRIVE
Spring, TX 77373

As part of a limited-time promotion, Acceptance Now is pleased to offer this AMENDMENT to the above-referenced Lease Agreement which will provide you with a reduced early purchase option price in the first ninety days of your agreement. The Early Purchase Option provision of your Lease Agreement is hereby MODIFIED to include the following provision:

> If you request to exercise your Early Purchase Option within the first 90 days of this agreement, you can purchase the property by paying us an amount equal to the Cash Price minus the total of all rent paid by you, plus any applicable tax.
>
> Your agreement must be in good standing at the time you request to exercise your Early Purchase Option.
>
> Your 90 day purchase option expires on 08/26/2016.

After the expiration of the 90-day period, your Early Purchase Option price will be determined in accordance with the terms set forth in the agreement as originally stated.

This amendment is hereby incorporated into the Lease Agreement as if fully stated therein and is subject to all other terms and disclosures as stated. Except to the extent expressly modified herein, all other terms of your Lease Agreement remain unchanged.

YOU AGREE BY SIGNING THIS ON AGREEMENT MODIFICATION THAT (1) YOU HAVE READ IT, (2) YOU UNDERSTAND IT, AND (3) YOU RECEIVED A COPY OF IT.

KAREN SILVIO
CUSTOMER NAME (PRINT)

CUSTOMER NAME (PRINT)

CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

5/28/16
DATE

CO-WORKER SIGNATURE

Ex Q

AcceptanceNOW

LEASE AGREEMENT REVIEW

Customer Name KAREN SILVIO Date 05/28/16
MM/DD/YYYY

The AcceptanceNow mission is to improve your quality of life by providing furniture, electronics and appliances without the need for credit. Thank you for giving us the opportunity to serve you!

YOUR FIRST PAYMENT REVIEW:

Customer Initials

- ☑ Your renewal payments are due **Monthly** on the: ○1st or ◉15th
- ☑ Your next pay check is: 6/15/16 (Day/Date)
- ☑ Pay Frequency: ○Weekly ○Bi-Weekly ◉Monthly
- ☑ Best time to call: ○9am - 12pm ◉12pm - 5pm ○5pm - 9pm
- ☑ Based on your paycheck cycle, you agree your **First Payment** will be:

○M ○TU ◉W ○TH ○F ○SA ○SU 07/15/16 (MM/DD/YYYY) 2:00PM (TIME)

*Enter CNCOM date in High Touch

Customer Initials

- ☑ Payments are expected to be made on or before each due date. If payments are not received on or before the due date, you will be charged a late fee as stated in the Lease Agreement. AcceptanceNow will also call the phone numbers provided on the Lease Agreement.

YOUR MONTHLY PAYMENT OPTIONS [Important Things to Remember]:

Customer Initials

- ☑ Payments can be made online by clicking epay at www.acceptancenow.com
- ☑ Agreement # mxm00255 Email Address: KRISTYSILVIO@YAHOO.COM
- ☑ Payments can be made by phone* at (281) 907-0247 *A $1.99 fee will be applied to phone payments
- ☑ Payments can be made in store with no additional fee
- ☑ Payments that are made after your due date will incur a fee of $ 10.00 per account, plus any applicable tax.

AcceptanceNOW & CREDIT REPORTING:

Experian TransUnion EQUIFAX

All payments on AcceptanceNow Lease Agreements are reported to the credit bureau where permitted. **On time payments** with AcceptanceNow help build good credit history. *Except CA & AZ

US 2015

Q2

Subject: Re: No contact email [ref:_00DG0h8qk._50027qBSJS:ref]

From: HP Support (amr_na_en_cloudservice@hpservice.support.hp.com)

To: kristysilvio@yahoo.com;

Date: Thursday, February 23, 2017 1:20 PM

Hi Kristy Silvio

I have send the case to out corp office and a rep will call you back within 24 - 48 hours. Here is your case number 3036953163.

Stephen
--------------- Original Message ---------------
From: Karen Silvio [kristysilvio@yahoo.com]
Sent: 2/23/2017 1:34 PM
To: amr_na_en_cloudservice@hpservice.support.hp.com
Subject: Re: No contact email [ ]

I will not pay this bill - I want to talk with a Manager from the Corporate Office about this - DO NOT TAKE THIS AMOUNT FROM MY CARD!!!!! I donot agree with what you have said that I have done - Kristy Silvio
281-825-2851 cell
888-830-9036 fax

https://www.howtowinincourt.com/?refercode=SK0025

From: HP Support <amr_na_en_cloudservice@hpservice.support.hp.com>
To: "kristysilvio@yahoo.com" <kristysilvio@yahoo.com>
Sent: Thursday, February 23, 2017 12:03 PM
Subject: No contact email [ ]

"Dear Kristy Silvio

Hello, my name is Stephen M

I am a Cloud Services Technician with HP. We apologize that we have not been able to get in contact with you after our second callback.

If for any reason you still require assistance please feel free to contact us back at 1-855-785-2777 and reference your Case # (3036953163) and any of our Cloud Services Agents will be happy to assist you.

Thank-you for choosing HP and have a wonderful day!

Stephen M

HP Cloud Services
1-855-785-2777
Hours of Operation
Monday-Saturday 8am-11pm EST
Sunday 10am-7pm EST

Exh R

If you have a hardware issue with your printer for your convenience we have included the following contact information:

HP Support - 1-800-474-6836, for hardware related issues.
HP Cloud Services - 1-855-785-2777
Support.hp.com - support & drivers
Hp.com/tools
www.hp.com/go/tools - Hp Print and Scan DR
www.Instantink.com – Registration / Management of InstantInk account

This email is outgoing only. Please do not reply"

Our advice is strictly limited to the question(s) asked and is based on the information provided to us. Please review the HP Support Disclaimer in your own language / 免責事項: http://www.hp.com/support/emaildisclaimers
ref:_00DG0h8qk._50027qBSJS:ref

Our advice is strictly limited to the question(s) asked and is based on the information provided to us. Please review the HP Support Disclaimer in your own language / 免責事項: http://www.hp.com/support/emaildisclaimers

Subject: Office Depot SR#10568116 - HP HP OfficeJet Pro 8720 All-In-One

From: Diane Demma (diane.demma@officedepot.com)

To: KRISTYSILVIO@yahoo.com;

Date: Wednesday, March 15, 2017 8:41 AM

Good Morning,

I tried to call you your mailbox is full. You can reach me directly at the number below. Please reference the case number in the subject line when returning my call thank you.

Regards,

Diane Demma

Senior Consumer Advocate, Executive Consumer Relations | Office Depot, Inc.
6600 North Military Trail | Boca Raton, FL 33496
Tel: 561.438.0132 | Diane.Demma@officedepot.com

Office DEPOT Max

Ex 5

LLC Solution

1st

Lucy (Ribbe-Miles) Devore

Mortgage Solutions of Colorado

Michigan Mutual • Ashworth University

Spring, Texas • 369

Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. W
Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique l

Highlights

21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Senior Account Executive

Michigan Mutual

Jun 2013 – Present • 3 yrs 8 mos • South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspond
Relationships in the South Texas Area.

24 A)

See less

Account Executive

Michigan Mutual
Jun 2013 – Dec 2013 • 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My recruit, train and give the brokers the necessary tools for sustainability. My relationship wi established by using a 'hands on" approach that utilizes my experience to achieve the des That result is to fund as many loans as feasible. This is accomplished by using integrity, ac and honest expectations. I thrive on the challenge of getting the job done in a professional

See less

Account Executive

First Guaranty Mortgage Corp
Jan 2012 – Jul 2012 • 7 mos • Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work

See less

Account Executive

Caliber Funding
Sep 2011 – Jan 2012 • 5 mos • Houston, Texas Area

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive p state of the art technology. Positioning to be in the top 3 by 2012.

See less

Education

Ashworth University

Associate's degree, Criminology
2005 – 2014

Featured Skills & Endorsements

Mortgage Lending · 35

Alexandra Díaz Martínez and 34 connections have give endorsements for this skill

FHA · 34

Rick Rogers Sr. and 33 connections have given endors skill

Loans · 26

Alix Kee and 25 connections have given endorsements

View 17 more

Accomplishments

1 Course
Continuing Education Courses

See more

Following

HousingWire
3,322 followers

Michigan Mutual
925 followers

Radian
4,824 followers

Pulse
1,418,922 followers

Caliber Funding
2,868 followers

Ashworth College
23,994 followers

See more

A.3

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

1st degree connection1st
Lucy (Ribbe-Miles) Devore
Mortgage Solutions of Colorado
Michigan Mutual Ashworth University
Spring, Texas 369 369 connections
Message

I am a mortgage professional with over twenty years experience in all aspects of the industry. Working with Mortgage Solutions allows me to bring sensible lending back into the industry. We are a boutique lender that service our loans. MSF offers delegated, non-delegated correspondent lending, hobby farms and we built our company on FHA and VA loans. Our Conforming Gold product will allow you to use the findings that are provided without overlays. We can help loan officers with products on loans to allow you a higher closing percentage. My relationship with you will provide a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to have closed loans. This is accomplished by being accountable and prividing honest expectations. I thrive on the challenge of getting the job done in a professional manner. I have maintained an edge in the industry by keeping current with all changes and regulations thereby making sure my loan officers and processors are placing their loans wisely and pursuing viable business for sustainability in todays market.
Highlights

Candy Andrews Lewis
21 Mutual Connections

You and Lucy both know Candy Andrews Lewis, Rhonda Runge, and 19 others

Experience

Michigan Mutual
Senior Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Present Employment Duration 3 yrs 8 mos Location South Texas

Account Executive - Responsible for creating and maintaining Broker and Mini Correspondent Relationships in the South Texas Area.

Michigan Mutual
Account Executive
Company Name Michigan Mutual
Dates Employed Jun 2013 – Dec 2013 Employment Duration 7 mos

Mortgage professional with over twenty years experience in all aspects of the industry. My mission is to recruit, train and give the brokers the necessary tools for sustainability. My relationship with brokers is established by using a 'hands on" approach that utilizes my experience to achieve the desired result. That result is to fund as many loans as feasible. This is accomplished by using integrity, accountability and honest expectations. I thrive on the challenge of getting the job done in a professional manner.
First Guaranty Mortgage Corp
Account Executive
Company Name First Guaranty Mortgage Corp
Dates Employed Jan 2012 – Jul 2012 Employment Duration 7 mos Location Houston, Texas Area

I was in a car wreck and was hurt pretty bad. I am now ready and dying to go back to work!!!
Caliber Funding
Account Executive
Company Name Caliber Funding
Dates Employed Sep 2011 – Jan 2012 Employment Duration 5 mos Location Houston, Texas Area

She was terminated because of my Pennymuel loan when I got it closed. I thought they blamed her for something they did.

Wholesale Lender with 25 billion in assets. No legacy loan issues. All products, aggressive pricing and state of the art technology. Positioning to be in the top 3 by 2012.
Education

Ashworth University
Ashworth University
Degree Name Associate's degree Field Of Study Criminology

X 5

Dates attended or expected graduation 2005 – 2014

Featured Skills & Endorsements

Mortgage Lending See 35 endorsements for Mortgage Lending 35

Alexandra Díaz Martínez and 34 connections have given endorsements for this skill

FHA See 34 endorsements for FHA 34

Rick Rogers Sr. and 33 connections have given endorsements for this skill

Loans See 26 endorsements for Loans 26

Alix Kee and 25 connections have given endorsements for this skill

Lucy has 369 connections
Shuman Majumder
Tim Bliss
JUDY REYNOLDS
Contact and Personal Info
Lucy's Profile and Email
People Also Viewed

Steven Chavira
Steven Chavira 1st degree connection 1st

Mgr at Uta Solutions that attempted to reject Castillo using FNMA as his reason I called FNMA proving him a liar

VP, Wholesale and Correspondent
Don Orahood
Don Orahood 3rd degree connection 3rd

Bd Member at Hays/HOA Director for BW

Retired at N/A
Hasim Camcioglu
Hasim Camcioglu 2nd degree connection 2nd

Shauna Lenazer's husband

Student at Houston Community College
Andreassi George
Andreassi George 3rd degree connection 3rd

Investigative Reporter at Treasure Coast Newspapers
Dylan Sayers
Dylan Sayers 3rd degree connection 3rd

X 'le

Student at Metropolitan State University of Denver
Daryl Munk, MBA
Daryl Munk, MBA 2nd degree connection 2nd

Underwriter at Mtg Solutions on Roamer loan - attempted to reject him in FNMA DO. Until he had to allow me access due to new credit report.

Underwriter at Mortgage Solutions Financial
Brent Hamilton
Brent Hamilton

Regional Office Mnager at Stanley Steemer
Nicki Daniels
Nicki Daniels 1st degree connection 1st

My friend and Office Mgr of 5 yrs. Served by me at Probate.

Sr. Loan Processor at DHI Mortgage
Margo Wrigley
Margo Wrigley 3rd degree connection 3rd

Just spoke w/Nicki - this is not her - she does not know Lucy Dennis or Don Drahood

Wholesale AE at Lincoln Mortgage
Michael Falasco
Michael Falasco 2nd degree connection 2nd

Account Executive at Plaza Home Lenders

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions
Sales Solutions
Small Business

Community Guidelines

LinkedIn Corporation © 2017

Questions?
Visit our Help Center.
Manage your account and privacy.
Go to your Settings.

A-7

3rd

Don Orahood

Retired at N/A

N/A

Humble, Texas • 7

InMail

Connect

Experience

Retired

N/A

Following

N/A

34,967 followers

Pulse

1,418,931 followers

Hasim Camcioglu • 2nd
Student at Houston Community College

Lauraleiningers Husband

Lucy Devore • 3rd
Senior Account Executive

Lucy Devore • 3rd
Account Executive at Michigan Mutual Inc

He was known her for a while

Andreassi George • 3rd
Investigative Reporter at Treasure Coast Newspapers

Daryl Munk, MBA • 2nd
Underwriter at Mortgage Solutions Financial

underwriter on Roemer

Lucy Devore • 1st
Mortgage Solutions of Colorado

Nicki Daniels • 1st
Sr. Loan Processor at DHI Mortgage

friend and office Mgr for me for 5yrs.

This is Nicki Luck she left DHI 5+ yrs ago. She does not know Don Orahood.

Skip to main content
Jump to:
Accessibility feedback
Use new LinkedIn experience?
If you dont want to use the redesigned experience, you can go back to the previous version of the site temporarily.
Yes
Search

Home
My Network
Jobs
11 new message.
Messaging
11 new notification.
Notifications
Kristy Silvio
Me

Try Premium for Free

2nd degree connection2nd
Hasim Camcioglu
Student at Houston Community College
Houston Community College
Houston, Texas 28 28 connections
InMail
Highlights

Laura Camcioglu, IAP
1 Mutual Connection

Laura Grainger

You and Hasim both know Laura Camcioglu, IAP

Education

Houston Community College
Houston Community College
Dates attended or expected graduation 2013 – 2017
Ozel ortadogu coleji
Ozel ortadogu coleji

T.10

Degree Name Master's degree Field Of Study English Turkish Interpreter
Dates attended or expected graduation 2007 – 2012

Following

Houston Community College
Houston Community College

65,239 followers
Pulse
Pulse

1,418,935 followers
Mobile
Mobile

2,945,671 followers
Media
Media

3,036,711 followers
Healthcare
Healthcare

6,020,064 followers
Your Career
Your Career

6,466,368 followers

See more See more following
Contact and Personal Info
Hasim's Profile
People Also Viewed

Ebone Johnson
Ebone Johnson

Student at Lone Star College
Okechukwu Ibekwe
Okechukwu Ibekwe

Computer Lab Assistant/IT at Houston Community College

Marquel Speed Sr.
Marquel Speed Sr. 3rd degree connection 3rd

Regional Sports Director at YMCA of Greater Houston (Cossaboom & Houston Texans Y)
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Classic Home Financial
Lucy Devore
Lucy Devore

--
Don Orahood
Don Orahood 3rd degree connection 3rd

Retired at N/A
Lucinda DeVore
Lucinda DeVore

Lucy's sister or Mother

Quality Coordinator at Kleen Test Products Corporation
Lucy Devore
Lucy Devore 3rd degree connection 3rd

This is the Co Hays just used to do water test

Senior Account Executive
Lucy Devore
Lucy Devore 3rd degree connection 3rd

Account Executive at Michigan Mutual Inc
Julie Harper
Julie Harper

Lady Angela Brown ReMAX referred me to - Never closed.

Billing Analyst at LJA Engineering, Inc

LinkedIn Footer Content
LinkedIn

About
Careers
Advertising
Mobile

Talent Solutions
Marketing Solutions

7-12

Subject: RE: SILVIO

From: Lucy Devore (Lucy.Devore@mortgagesolutions.net)

To: keystonelends@yahoo.com;

Date: Monday, January 23, 2017 2:12 PM

Yes it is. How do you know him?

Lucy J Devore
Senior Account Executive
713-628-6000

The opinions contained herein are based on a proposed loan scenario presented to us by you. They are non-binding, intended to be informational only.

Sent via the Samsung Galaxy Note® 3, an AT&T 4G LTE smartphone

-------- Original message --------
From: Keystone Lending <keystonelends@yahoo.com>
Date: 01/23/2017 14:08 (GMT-06:00)
To: Lucy Devore <Lucy.Devore@mortgagesolutions.net>
Subject: SILVIO

I didn't know that you knew Don Orahood. Small world.

KRISTY SILVIO
KEYSTONE LENDING CORPORATION
281-825-2851 TEL
888-830-9036 FAX

https://www.howtowinincourt.com/?refercode=SK0025

Confidentiality Note: This communication and the information contained in this email including any documents, files, and/or previous emails attached to it are for the exclusive use of the addressee and may contain non-public, confidential, legally privileged and non-disclosable information intended for the sole use of the designated recipient(s). If the recipient of this email is not the addressee, such recipient is strictly prohibited from intercepting, reading, photocopying, distributing, or otherwise using this email or its contents in any way. Specifically, this communication in its entirety is within the scope of the Electronic Communication Privacy Act, 18 USC 2510 and 18 USC 2511. If you are not the intended recipient or have received this communication in error, please contact the sender immediately by phone or via return email and in either case delete all copies, including attachments, without reading, using, or saving them in any way. Thank you.

2K13

CAUSE NO. 2015-76246

KAREN SILVIO, *Plaintiff,*	§	**IN THE DISTRICT COURT**
	§	
	§	
v.	§	
	§	**133RD JUDICIAL DISTRICT**
HAYS UTILITY SOUTH,	§	
HARRIS COUNTY WCID #136,	§	
BIRNAM WOOD-FAIRFAX HOA,	§	
ET. AL.,	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

DEFENDANT CASH AMERICA'S MOTION TO DISMISS, MOTION TO DISMISS BASELESS CAUSE OF ACTION PURSUANT TO TRCP RULE 91.a; AND IN THE ALTERNATIVE, DEFENDANT CASH AMERICA'S ORIGINAL ANSWER AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CASH AMERICA PAWN L.P. ("Cash America"), Defendant in the above entitled action, and asks the court to dismiss Plaintiff's cause(s) of action against Defendant Cash America that have no basis in law or fact.

I. INTRODUCTION AND BACKGROUND

1. On April 2, 2017, Plaintiff served Defendant Cash America with her "Amended Supplement to Original Petition and First Amended Response to Defendant's Amended Special Exceptions, Leave to File Late this Response and Plaintiff's Third Party Petition to Amend Pleadings for Damages and to Include Discrimination, Abuse, and Bullying Actions that Resulted from a Conspiracy to Cover Up the Wrongful Death of the Deceased, Sybil Christine Silvio by Lethal Injection" (hereinafter, the "Pleading").

2. Plaintiff, Karen Silvio, sued Defendant, Cash America, along with dozens of others, for

violation of the Texas Penal Code, the Utilities Code, the Water Code, discrimination, and criminal conspiracy, and "bullying," among other causes of action.

3. Plaintiff, despite her various causes of action asserted, does not specify which, if any, causes of action apply to Defendant Cash America. Nor does Plaintiff outline any facts which would assist Defendant Cash America in ascertaining which causes of action Plaintiff is asserting against Cash America. Additionally, even if the listed or ascertainable causes of action were applicable or alleged against Cash America, each cause of action would fail as to Cash America. In support of this Motion to Dismiss, Defendant Cash America will address each of Plaintiff's ascertainable claims and causes of action in turn.

II. ARGUMENTS & AUTHORITIES

4. The Court should dismiss Plaintiff's cause(s) of action against Defendant Cash America under the authority of Texas Rule of Civil Procedure 91a. Tex. R. Civ. P. 91a.1, 91a.2. Under Rule 91a, the Court can dismiss a cause of action that has no basis in law or fact. Tex. R. Civ. P. 91a.1. "A cause of action has no basis in law if the allegations, taken as true, together with inferences reasonably drawn from them, do not entitle the Plaintiff to the relief sought. A cause of action has no basis in fact if no reasonable person could believe the facts pleaded." Tex. R. Civ. P. 91a.1; *see In re Essex Ins. Co.*, 450 S.W.3d 524, 527-28 (Tex. 2014).

5. The Court should dismiss Plaintiff's cause(s) of action against Defendant Cash America because they have no basis in law or fact. A cause of action has no basis in law if the allegations, taken as true, together with inferences reasonably drawn from them, do not entitle the Plaintiff to the relief sought. Tex. R. Civ. P. 91a.1; *see In re Essex Ins. Co.*, 450 S.W.3d 524, 527-28 (Tex. 2014).

A. CONVERSION CLAIMS

6. The only mention of Cash America seems to be an allegation of conversion, but Plaintiff did not list Defendant Cash America in her "Conspiracy and Conversion – 2010" claim in this Pleading, nor has she plead sufficiently to give Defendant Cash America notice of what items Plaintiff have allegedly been converted. (Pleading, pg. 13).

7. The only mention of Defendant Cash America in Plaintiff's Pleading is as follows:

> "Later Plaintiff realized the connection between the Texas Department of Savings and Mortgage Lending when Ronnie Silvio made the comment to her about her license being suspended. There was no reason that Ronnie Silvio should have known this information. This comment was at the same time that he made Plaintiff aware that Tony Silvio(with Harris County Sheriff's Dept). had everything to do with her personal belongings that came up missing with **Cash America Pawn**, EZ Pawn, Extra Space Storage and her gun at the Cypresswood Pawn and Gun Shop. Plaintiff had been in constant contact with each shop and went in to make her payments when she found that everything had been sold. Plaintiff realized thru his other comments that his problem went back to a mortgage loan that Plaintiff attempted to make for Michael and Heather Silvio, (IAD with Montgomery County Sheriff's Dept and Conroe Police Dept.) his son, and could not due to the W2 forms submitted as income." (Pleading, pg. 13) [emphasis added].

This one mention of Cash America does not provide the basis for a claim of conversion, conspiracy, or any other claim.

8. Even if Plaintiff had named Cash America in Plaintiff's claim for conversion, then if, as the title of the cause of action alleges, the conversion stemmed from acts in "2010," the statute of limitations would be have passed in 2012, and any claims related to an action or occurrence in 2010 would be time barred. Tex. Civ. P. & Rem. Code § 16.003(a) ("… a person must bring a suit for… conversion of personal property… not later than two years after the day the cause of action accrues."). Even if Plaintiff attempted to bring this same cause of action under a breach of contract theory, which has a four year statute of limitations, Plaintiff's claims would not be timely. Tex. Civ. Prac. & Rem. Code § 16.004(a)(3), (a)(4); Tex. Bus. & Com. Code 2.725(a). Therefore, even

if the Court finds that Plaintiff's claim survives a Rule 91a motion, Plaintiff's cause of action should be dismissed as to Cash America as time-barred.

B. DTPA CLAIMS

9. Additionally, as Plaintiff alleges Deceptive Trade Practices Act (DTPA) damages claim(s) at the end of her Pleading without sufficient pleadings, sufficient notice, and without having met other prerequisites and requirements for bringing a DTPA claim. Defendant Cash America was only added to the case by the Pleading, and was not included in any prior DTPA allegations that may have been included in previous pleadings. Plaintiff, again, does not specifically reference Defendant Cash America in this claim, and Plaintiff made no allegations sufficient to give Defendant Cash America notice as to what acts or practices are alleged to have been violative of the statute. Additionally, even if Defendant Cash America had violated the DTPA based on actions in 2010, Plaintiff's claims would be barred by the two year statute of limitations. Tex. Bus. & Com. Code § 17.565 ("All actions brought under this subchapter must be commenced within two years after the date on which the false, misleading, or deceptive act or practice occurred or within two years after the consumer discovered or… should have discovered the occurrence of the false, misleading, or deceptive act or practice."). Therefore, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and this cause of action should be dismissed as to Defendant Cash America.

C. CRIMINAL CONSPIRACY, ATTEMPT, OBSTRUCTION, AND SOLICITATION CLAIMS

10. Plaintiff cites Texas Penal Code Chapter 15 in support of her claim for criminal conspiracy. Texas Penal Code Chapter 15.02 does not recognize a personal civil cause of action for criminal conspiracy. Tex. Penal Code §15.02 ("Criminal Conspiracy"). There is a separate civil conspiracy claim under Texas law, but has Plaintiff not brought such claim. *See Co. of N. Am. v. Morris*, 981

S.W.2d 667, 675 (Tex. 1998). Additionally, even if Plaintiff had plead under the civil conspiracy cause of action, her factual support rests entirely on unreasonably assumptions and imaginary connections between the named defendants. Per Texas case law, proof of a civil conspiracy may be, and usually must be, made by circumstantial evidence, but vital facts may not be proved by unreasonable inference from other facts and circumstances. *Schlumberger Well Surveying Corp. v. Nortex Oil & Gas Corp.*, 435 S.W.2d 854, 858 (Tex. 1969). Plaintiff does not outline how Cash America is involved in her alleged overall scheme. Because Plaintiff alleges no connective facts at all as to Cash America's alleged involvement, and between the involvement of her pawn transactions with Cash America, and her overall conspiracy theory, any assertions and inferences drawn are clearly unreasonable. As such, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of fact and law, and the Court should dismiss this cause of action as to Cash America.

11. Plaintiff cites Texas Penal Code Chapter 15 in support of her claim for criminal attempt. Section 15.01 of the Texas Penal Code does not give a private, civil right of action for alleged violations. Tex. Penal Code § 15.01 ("Criminal Attempt"). Nor does Texas case law recognize a private, civil cause of action for criminal attempt. Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and the Court should dismiss this cause of action as to Cash America.

12. Plaintiff cites Texas Penal Code Chapter 36 in support of her claim for criminal obstruction. Section 36.06 of the Texas Penal Code does not give a private, civil right of action for alleged violations. Tex. Penal Code § 36.06 ("Obstruction or Retaliation"). Nor does Texas case law recognize a private, civil cause of action for criminal obstruction or retaliation. Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and the Court

should dismiss this cause of action as to Cash America.

13. Plaintiff cites Texas Penal Code Chapter 15 in support of her claim for criminal solicitation. Section 15.03 of the Texas Penal Code does not give a private, civil right of action for alleged violations. Tex. Penal Code § 15.03 ("Criminal Solicitation"). Nor does Texas case law recognize a private, civil cause of action for criminal solicitation. Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and the Court should dismiss this cause of action as to Cash America.

D. TEXAS ADMINISTRATIVE CODE: WATER AND SEWER SUBSTANTIVE RULES

14. Defendant Cash America does not fall into the category of persons or entities covered by the Utilities Code or the Texas Administrative Code's Public Utility Commission rules that are quoted by Plaintiff. The portion of the Public Utility Commission (PUC) rules, Texas Administrative Code, Title 16, Part II, Chapter 24 explicitly states that the section is applicable only to Water and Sewer Service Providers. Section 24.80 of the Chapter states that "[u]nless otherwise noted, this subchapter is applicable only to "water and sewer utilities" as defined under Subchapter A of this chapter…" 16 Tex. Admin. Code § 24.80 ("Applicability"). Subchapter A defines "water and sewer utilities" as "Any person, corporation, cooperative corporation, affected county, or any combination… owning or operating for compensation in this state equipment or facilities for the production, transmission, storage, distribution, sale, or provision of potable water to the public…" 16 Tex. Admin. Code §24.3-5(76) ("Definition of Terms – Water and sewer utility"). As Defendant Cash America has no role in the provision of such services to Plaintiff or anyone else, therefore these rules are not applicable to Cash America. As the rules quoted do not apply to Cash America, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and the Court should dismiss this cause of action as to Cash America.

E. TEXAS ADMINISTRATIVE CODE: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

15. Plaintiff cites Texas Administrative Code Title 30, Chapter 291, Subchapter E ("Utility Regulations") as the basis for her claim of violation of the Texas Commission on Environmental Quality regulations. However, as with the Water and Sewer substantive rules outlined above, these rules apply only to "water and sewer utilities." 30 Tex. Admin. Code § 291.80. Subchapter A of that chapter defines "water and sewer utilities" as "water and sewer utilities" as "Any person, corporation, cooperative corporation, affected county, or any combination… owning or operating for compensation in this state equipment or facilities for the production, transmission, storage, distribution, sale, or provision of potable water to the public…" 30 Tex. Admin. Code §291.3(52) ("Definition of Terms – water and sewer utility"). As Defendant Cash America has no role in the provision of such services to Plaintiff or anyone else, these rules are not applicable to Cash America. As the rules quoted do not apply to Cash America, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and the Court should dismiss this cause of action as to Cash America.

F. TEXAS WATER CODE AND TEXAS UTILITES CODE

16. Plaintiff makes no reference to any section of the Texas Water Code under which Plaintiff attempts to bring a claim against Defendant Cash America. Defendant Cash America, after a diligent search, could not identify the portions of the Water Code that Plaintiff attempts to bring claims under. However, if Plaintiff attempts to refer to Section 15 of the Texas Utilities Code, the text of this sections states that the civil penalty only applies to a public utility or affiliate, and that such claims must be filed by the attorney general. Tex. Util. Code § 15.028. If Plaintiff means to refer to Section 15.029 of the Texas Utilities Code, this civil action is explicitly only recoverable through a suit brought by the attorney general, not through a private action. Tex. Util. Code §

15.029(d). Because Plaintiff has attempted to bring suit under a statute that can only be brought by the Texas Attorney General, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and the Court should dismiss this cause of action as to Cash America.

17. Plaintiff seems to allege a violation of Section 186.032 of the Texas Utilities Code for "Fraudulently Obtaining Telecommunications Services." Tex. Util. Code § 186.032. Subsection (a) of this same Section states that:

> "(a) A person commits an offense if: (1) knowing that another will use the published information to avoid payment of a charge for telecommunications service, the person publishes: (A) an existing, cancelled, revoked, or nonexistent telephone number; (B) a credit card number or other credit device; or (C) a method of numbering or coding that is used in issuing telephone numbers or credit devices, including credit numbers; or (2) the person makes or possesses equipment specifically designed to be used fraudulently to avoid charges for telecommunications service." Tex. Util. Code § 186.032(a).

Plaintiff makes no direct allegations that Defendant Cash America has violated this section of the Utilities Code, nor has Plaintiff outlined what acts Cash America is alleged to have done that would have violated this Section. Therefore, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law and fact, and the Court should dismiss this cause of action as to Cash America.

18. Finally, Plaintiff seems to refer to Chapter 10 of Vernon's Civil Statutes in her reference to "conspiring to disrupt public utility services." (Pleadings, pg. 27). However, Article 1446a of the Vernon's Civil Statutes does not provide a private, civil cause of action under which Plaintiff could bring suit. Tex. Rev. Civ. St. art. 1446a § 5 (Vernon 2015) ("Any person who shall willfully damage or destroy any building, equipment, machinery or facility used in furnishing utility service by any utility… shall be guilty of a felony, and, upon conviction, shall be punished by confinement in the state penitentiary for not less than two (2) years, nor more than five (5) years"). Article

1446a § 5-a does not include a civil cause of action under which Plaintiff might bring a claim either. Tex. Rev. Civ. St. art. 1446a § 5 (Vernon 2015) ("If any two or more persons shall enter into any agreement… or plan to violate any of the provisions of Section 5 of this Act… every person participating… shall be guilty of a felony…") Therefore, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law, and the Court should dismiss this cause of action as to Cash America.

G. DISCRIMINATION, HARASSMENT, BULLYING CLAIMS

19. Plaintiff cites no statute or common law basis for any claim she describes as "discrimination," "harassment," or "bullying." She does not cite any legal basis, nor even a legal definition of harassment or bullying, that would entitle her to any cause of action or entitlement to damages under these "claims."

20. Plaintiff does not assert that her "discrimination" was based on her belonging to any protected class – she simply describes it as "… treating individuals or groups less favorably than others." (Pleadings, pg. 28). This is not a cognizable claim under Texas law.

21. Plaintiff describes "harassment" in such a manner that may be referring to a claim for stalking under the Texas Civil Practice and Remedies Code Chapter 85, but does not actually allege the required elements of a claim under this Chapter. Section 85.003 provides that: "[a] claimant proves stalking against a defendant by showing: (1) on more than one occasion the defendant engaged in harassing behavior; (2) as a result of the harassing behavior, the claimant reasonably feared for the claimant's safety or the safety of a member of the claimant's family; and (3) the defendant violated a restraining order prohibiting harassing behavior…" or committed a laundry list of actions including the claimant's having demanded the defendant stop the harassing behavior and the claimant's reporting the behavior to the police. Tex. Civ. Prac. & Rem. Code § 85.003(a).

Additionally, this Section requires that the claimant "… submit evidence other than evidence based on the claimant's own perceptions and beliefs." Tex. Civ. Prac. & Rem. Code § 85.003(b). Plaintiff has provided no such documentation as it applies to Cash America, and Plaintiff fails to make the required allegations against Defendant Cash America directly. She lays no factual basis for this claim against Defendant Cash America. Therefore Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of fact or law, and the Court should dismiss this cause of action as to Cash America.

22. Finally, Plaintiff cites to legal basis for her claim of "bullying." She gives a description of bullying as "… conduct that cannot be objectively justified by a reasonable code of conduct, and whose likely or actual cumulative effect is to threaten, undermine, constrain, humiliate or harm another person or their property, reputation, self-esteem, self-confidence or ability to perform." (Pleading, pg. 28). This definition does not sound in Texas statute or case law. The only seemingly related statute would fall under the Texas Education Code, Section 37.0832, which is entitled "Bullying Prevention Policies and Procedures," and explicitly only applies to conduct that affects students. Tex. Ed. Code § 37.0832. As Defendant Cash America is not a student, this Section does not apply. After a diligent search, Defendant Cash America cannot find any other law that supports Plaintiff's alleged claim of "bullying."

23. For all of the above reasons, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law or fact for any of the above "claims," and the Court should dismiss these causes of action as to Cash America.

H. NEGLIGENCE, NEGLIGENT MISREPRESENTATION, AND GROSS NEGLIGENCE CLAIMS

24. The facts outlined in Plaintiff's claims for "Negligent and Negligent Misrepresentation" do not allege any wrongdoing by Defendant Cash America, nor does she specifically name Cash

America under this/these cause(s) of action. The bare facts alleged by Plaintiff do not allege any misrepresentation or negligence by Cash America. Additionally, if Plaintiff bases her allegations on the basis of the alleged 2010 contracts between Cash America and the Plaintiff, the statute of limitations would have run in 2014, as the statute of limitations to bring suit on written contracts is four years. Tex. Civ. Prac. & Rem. Code § 16.004(a)(3). The same is true if her claims are based in a theory of fraud – the statute of limitations under Texas law is four years, and would have to have been brought by 2014. Tex. Civ. Prac. & Rem. Code § 16.004(a)(4). Therefore, Plaintiff is time-barred and not entitled to this claim for damages from Defendant Cash America as a matter of fact and law, and the Court should dismiss this cause of action as to Cash America.

I. PROMISSORY ESTOPPEL

25. Plaintiff's cause of action, which she describes as promissory estoppel, does not apply to Defendant Cash America, as Defendant Cash America had no role in either the treatment of Plaintiff's trees or her water being turned off. Plaintiff only outlines these factual situations as the basis for her promissory estoppel claim. Additionally, the relationship between Plaintiff and Defendant Cash America is contractual in nature – one based around a pawn or retail transaction governed by a sale or pawn contract. It is these contracts, from what Defendant Cash America can decipher, that form the basis for any alleged "claims" that Plaintiff brings against Cash America. Under Texas law, promissory estoppel does not apply to a promise covered by a valid contract between the parties…" *Barnett v. Coppell N. Tex. Court, Ltd.*, 123 S.W.3d 804, 825 (Tex. App.-Dallas 2003, pet. denied); *see also Subaru of Am., Inc. v. David McDavid Nissan, Inc.*, 84 S.W.3d 212, 226 (Tex. 2002) (noting that "the promissory-estoppel doctrine presumes no contract exists"). Plaintiff does not challenge the validity of any contracts that may exist between Plaintiff and Defendant Cash America. Therefore, the cause of action is not applicable to Defendant Cash

America as a matter of law, and Plaintiff is not entitled to this claim for damages from Defendant Cash America. Therefore the Court should dismiss this cause of action as to Cash America.

J. BREACH OF FIDUCIARY DUTY

26. Plaintiff seems to make this allegation of breach against a separate defendant in this case, but as the specific defendant or defendants to which this claim is addressed is not identified, Defendant Cash America must address this allegation. As an initial matter, under a theory of breach of fiduciary duty, Plaintiff's claims based on 2010 contracts are barred by the statute of limitations. Any claims under this theory based on 2010 contracts would have run in 2014, as the statute of limitations for breach of fiduciary duty is four years. Tex. Civ. Prac. & Rem. Code § 16.004(a)(5).

27. However, even if Plaintiff could show that her claims were not time barred, no fiduciary relationship existed or exists between Cash America and the Plaintiff. Defendant Cash America and Plaintiff never entered into a relationship, contractual or otherwise, that would have imposed or given rise to any fiduciary obligation on the part of Defendant Cash America. Under Texas law, to recover on a breach of fiduciary duty claim, the plaintiff "...must first establish the existence of a duty, that is, the existence of a fiduciary relationship." *Meyer v. Cathey*, 167 S.W.3d 327, 330-31 (Tex. 2005). "To impose an informal fiduciary duty in a business transaction, the special relationship of trust and confidence must exist prior to, and apart from, the agreement made the basis of the suit." *Id.* at 331. "A fiduciary relationship is an extraordinary one and will not be lightly created." *Hoggett v. Brown*, 971 S.W.2d 472, 488 (Tex. App.—Houston [14th Dist.] 1997, pet. denied). "The fact that one businessman trusts another, and relies upon his promise to perform a contract, does not rise to a confidential relationship. Every contract includes an element of confidence and trust that each party will faithfully perform his obligation under the contract. Neither is the fact that the relationship has been a cordial one, of long duration, evidence of a

confidential relationship." *Crim Truck & Tractor Co. v. Navistar Int'l Transp. Corp.*, 823 S.W.2d 591, 594–95 (Tex. 1992), superseded by statute on other grounds as noted in *Subaru of Am., Inc. v. David McDavid Nissan, Inc.*, 84 S.W.3d 212, 225–26 (Tex. 2002). No such relationship exists in the instant case, and Plaintiff neither alleged the existence of such a relationship as to Cash America nor provides factual grounds for inference of such a relationship.

28. For all of the above reasons, Plaintiff is not entitled to this claim for damages from Defendant Cash America as a matter of law or fact, and the Court should dismiss this cause of action as to Cash America.

III. ATTORNEY'S FEES & COSTS

29. Under Rule 91a, the prevailing party on a motion to dismiss must be awarded reasonable and necessary attorney's fees and all other costs incurred as a result of Plaintiff's cause of action. *See* Tex. R. Civ. P. 91a.7. Therefore, if the Court grants Defendant Cash America's motion to dismiss, either in whole or in part, the Court must award Defendant Cash America reasonable and necessary attorney's fees and all costs incurred as a result of the preparation of this motion to dismiss. *See id.*

Defendant requests reasonable and necessary attorney's fees in the amount of $1,000.00, and costs and fees in the amount of $0.00.

IV. CONCLUSION

30. The Court should dismiss Plaintiff's cause(s) of action against Defendant Cash America because it/they have no basis in law or fact. Defendant has no relation to Plaintiff's complaints related to taxes, water, disparagement, harassment, other utilities, her trees, or other factual allegations that form the basis of her claims, nor does Plaintiff outline how Defendant Cash

America might have been involved in these factual allegations. Her pleadings are insufficient, even if all facts alleged are taken as true, to form the basis of any legal claim against Cash America. Additionally, even if the causes of action alleged were applicable to Cash America, the relief sought by Plaintiff is not proper for the alleged cause(s) of action. Additionally, Plaintiff has not brought a cause of action against Defendant Cash America that would cause irreparable damage that would entitle Plaintiff to injunctive relief. Therefore, Plaintiff is not entitled to her claim(s) for damages from Defendant Cash America as a matter of law or fact.

V. IN THE ALTERNATIVE, DEFENDANT'S ORIGINAL ANSWER

In the alternative, should Defendant Cash America's motions to dismiss be denied, in whole or in part, Defendant Cash America enters this, its Original Answer to Plaintiff as to any and all remaining claims.

A. GENERAL DENIAL

31. Defendant Cash America asserts a general denial, as authorized by Rule 92 of the Texas Rules of Civil Procedure, and generally denies each and every allegation made by Plaintiff. Tex. R. Civ. P. 92.

B. AFFIRMATIVE DEFENSES

32. Additionally, Defendant Cash America pleads the following affirmative defenses, to the extent applicable and, where necessary, in the alternative.

33. Defendant Cash America asserts that Plaintiff's claims are barred by their respective statutes of limitations.

34. Defendant Cash America asserts that Plaintiff's claims are barred by ratification. With full knowledge of the facts, Plaintiff confirmed, approved, authorized, and ratified by act, word, or

conduct each and every act that Defendant Cash America may have taken on Plaintiff's account, which, Defendant believes, constitutes the basis of the claims made against it by Plaintiff.

C. REQUEST FOR DISCLOSURE

35. Under Texas Rule of Civil Procedure 194, Defendant Cash America requests that Plaintiff disclosure, within thirty (30) days of the service of this request, the information or material described in Rule 194.2.

VI. PRAYER

36. For these reasons, Defendant Cash America asks the Court to set this motion for hearing and, after the hearing, grant this motion and sign an order dismissing the challenged causes of action against Defendant Cash America.

37. In the alternative, should Defendant Cash America's motions to dismiss be denied, in whole or in part, Defendant prays that a take-nothing judgment be entered against Plaintiff on all of its claims and for all alleged and purported damages, as well as any and all such other relief to which Defendant Cash America may be justly entitled.

Respectfully submitted,

CASH AMERICA PAWN L.P.

Lindsay M. Daum
State Bar No. 24092322
Assistant General Counsel
1600 W. 7th Street
Fort Worth, Texas 76102
Tel: (817) 258-2613
Fax: (817)
Email: lindsay.daum@firstcash.com
ATTORNEY FOR DEFENDANT CASH AMERICA

CERTIFICATE OF SERVICE

I certify that on April 18, 2017, I served a true and correct copy of DEFENDANT CASH AMERICA'S MOTION TO DISMISS, MOTION TO DISMISS BASELESS CAUSE OF ACTION PURSUANT TO TRCP RULE 91.a, AND, IN THE ALTERNATIVE, DEFENDANT CASH AMERICA'S ORIGINAL ANSWER on all parties via electronic service.

Lindsay M. Daum
State Bar No. 24092322
ATTORNEY FOR DEFENDANT

AFFIDAVIT IN SUPPORT OF ATTORNEY'S FEES

STATE OF TEXAS)
COUNTY OF TARRANT)

Before me, the undersigned notary, on this day personally appeared Lindsay Daum, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

1. "My name is Lindsay Daum. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct."

2. "I am an attorney licensed to practice in the State of Texas. I have also been admitted to practice law in the Commonwealth of Virginia and the State of Illinois. I have been admitted to practice law in Texas since 2014."

3. "I represent Cash America Pawn L.P., defendant in the instant case, in this suit for tort and contractual damages. I have personal knowledge of the case and the work performed."

4. "I have spent 4.5 hours defending this suit by (1) investigating claims, (2) drafting pleadings, and (3) taking other necessary actions to perform my legal services properly. I will also spend 4 hours travelling to Harris County to defend hearings on the pleadings."

5. "In my reasonable opinion, the reasonable value of the attorney's fees and costs necessarily incurred by Defendant Cash America in defense of this suit is $1,000.00."

6. "The fees and costs claimed in this affidavit were segregated from the fees incurred in drafting the answer to this suit. Only costs associated with the drafting and defense of Defendant's Motion to Dismiss and Motion to Dismiss Baseless Cause of Action Pursuant to TRCP Rule 91.a have been outlined in this Affidavit."

7. "The fees and costs associated with drafting and defending this Motion are similar to or less than those customarily charged in this area for the same or similar services for an attorney

with my experience and ability, the amount in controversy, the nature and complexity of the claims and accusations leveled at the defendants in this case, the time limitations imposed, and the difficulty in deciphering Plaintiff's allegations."

Further affiant sayeth not.

Lindsay Daum

Sworn to and subscribed before me by Lindsay Daum on 4/18, 2017.

LISA LYNN KIRKLAND
Notary Public, State of Texas
Notary ID 620089-9
My Commission Exp. 01-21-2021

Notary Public in and for the State of Texas

My commission expires: 1/21/2021

EXHIBIT D

Orders Signed by the State Judge

p.2

FILED
Chris Daniel
District Clerk
DEC 21 2015
Time:
By
Harris County, Texas
Deputy

CAUSE NO. 2015-76246

KAREN KRISTINE SILVIO § IN THE DISTRICT COURT OF
PLAINTIFF §
§
V. § HARRIS COUNTY, TEXAS
§
§
HAYS UTILITY SOUTH, A MANAGEMENT § 133 JUDICIAL DISTRICT
AND OPERATIONS COMPANY §
DEFENDANT §

TRORX
STBNX
CASO

TEMPORARY RESTRAINING ORDER

On this date the Court took under consideration the Application of Plaintiff for an order restraining Defendant from denying her water. The Plaintiff appeared in person. The Defendant was contacted but advised the Court that no one could appear.

Her water was turned off September 29, 2015, so harm is imminent. The Plaintiff has no adequate remedy at law. As a pro se plaintiff the Court gives the pleading the broadest possible interpretation. It appears Plaintiff alleges that her water was turned off leaving her stranded, without having water at her home by any other means. It appears that the water was turned off as a result of a leak and was otherwise not subject to termination prior to, although termination due to an unpaid invoice was proper. Plaintiff has a substantial likelihood of prevailing on the merits of her claim that the water was terminated through no fault of Plaintiff.

Accordingly, Defendant and all persons acting by and through them are restrained and enjoined from the continuation of termination of her water, until such time as a temporary injunction hearing scheduled for January ~~8th~~ 6, 201~~5~~6, at ~~[illegible]~~ 3:00 p.m., in the 133rd District Court.

This TRO expires on January 4, 2016 at 5pm, but plaintiff will file a motion to extend.

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

Unofficial Copy Office of Chris Daniel District Clerk

Bond is set at $ 50.00.

IT IS SO ORDERED.

SIGNED on the 21st day of December, 2015.

[signature]

JUDGE

Unofficial Copy Office of Chris Daniel District Clerk

FILED
Chris Daniel
District Clerk
JAN - 5 2016
Time:
By
Harris County, Texas
Deputy

P1
XTROX

CAUSE NO. 2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT OF
VS.	§	
	§	HARRIS COUNTY, TEXAS
HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY	§	
	§	133rd JUDICIAL DISTRICT

Unofficial Copy Office of Chris Daniel District Clerk

ORDER GRANTING PLAINTIFF'S MOTION TO EXTEND TEMPORARY RESTRAINING ORDER

On January 4, 2016, the Court heard Plaintiff's Motion to Extend the Temporary Restraining Order. The Court, after considering the Motion, finds that good cause exists to extend the Temporary Restraining Order because terminating water service to the Plaintiff's home would result in her being stranded without water service by any other means, and that such a termination would be through no fault of the Plaintiff.

It is thus ORDERED that:

1. Defendant, its agents, and all persons acting in concert with Defendant, are further restrained from terminating water service to Plaintiff for an additional 14 days, beginning on January 4, 2016.
2. This TRO will expire on January 18, 2016 at 5pm.
3. A temporary injunction hearing will be held on January 15, 2015 at 10:00 A.M.

Signed on January 5, 2016

Judge Presiding

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

FILED
Chris Daniel
District Clerk
JAN 19 2016
Time:
Harris County, Texas
By
Deputy

P2
TINJX

CAUSE NO. 2015-76246

KAREN SILVIO	§	IN THE DISTRICT COURT OF
	§	
VS.	§	
	§	HARRIS COUNTY, TEXAS
HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY	§	
	§	
	§	133rd JUDICIAL DISTRICT

Unofficial Copy Office of Chris Daniel District Clerk

AGREED ORDER GRANTING PLAINTIFF'S APPLICATION FOR TEMPORARY INJUNCTION

On January 15, 2016, the Court heard Plaintiff's Application for Temporary Injunction after due notice to the parties. The parties appeared in person. The Court, after considering the evidence and arguments presented, finds and concludes that Karen Silvio, Plaintiff, will probably prevail on the trial of this cause; that Hays Utility South, Defendant, intends to terminate water service to the Plaintiff's home as soon as possible before the Court can render judgment in this cause; that if Defendant carries out that intention, it will alter the status quo and tend to make ineffectual a judgment in favor of Plaintiff, in that such termination will result in the Plaintiff being stranded without water service by any other means; and that unless Defendant is deterred from carrying out that intention, Plaintiff will be without an adequate remedy at law in that her being stranded without water service pending favorable resolution of her claims will result in an intolerable interference with the essentials of daily living.

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

It is thus ORDERED that:

1. Defendant, its agents, and all persons acting in concert with Defendant or Harris County WCID #136 are further restrained from terminating water service to Plaintiff until judgment in this cause is entered by this Court.
2. Plaintiff will continue to make monthly payments for her ongoing water service, provided that no payment or fees resulting from the month of July 2015 shall be required for continued service until judgment in this cause is entered by this Court. If Plaintiff fails to timely make payments on her monthly water bill as required by the District's rate order, water service will be terminated as required by the District's rate order. This section does not excuse or dismiss the water charges for the month of July 2015.
3. Trial on the merits of this cause is ordered set for 9/19/16.
4. This order ~~shall not be~~ is effective ~~until~~ As Long as Plaintiff ~~executes and files a~~ bond with the clerk is in conformity with the law in the amount of $75.00.
5. The clerk shall, on the filing by Plaintiff of the bond, and on approving the bond in conformity with the law, issue a temporary injunction in conformity with the law and this order.

Signed on January 19, 2016 @ 10:25 A.M.

[signature]
Judge Presiding

[signature]
Plaintiff

[signature]
Defendant

Unofficial Copy Office of Chris Daniel District Clerk

Case No. 201576246

DCORX

SILVIO, KAREN * IN THE DISTRICT COURT OF
vs. * HARRIS COUNTY, TEXAS
HAYS UTILITY SOUTH (A MANAGEME * 133rd JUDICIAL DISTRICT

FILED
Chris Daniel
District Clerk
JAN 20 2016
Time: Harris County, Texas
By: Deputy

DOCKET CONTROL ORDER

The following docket control order shall apply to this case unless modified by the court. If no date is given below, the item is governed by the Texas Rules of Civil Procedure.

1. 05/17/16 **JOINDER.** All parties must be added and served, whether by amendment or third party practice, by this date. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THIS DOCKET CONTROL ORDER AT THE TIME OF SERVICE.

2. **EXPERT WITNESS DESIGNATION.** Expert witness designations are required and must be served by the following dates. The designation must include the information listed in Rule 194.2(f). Failure to timely respond will be governed by Rule 193.6.
(a) 05/17/16 Experts for parties seeking affirmative relief.
(b) 06/20/16 All other experts.

3. **STATUS CONFERENCE.** Parties shall be prepared to discuss all aspects of the case, including ADR, with the court on this date. TIME:
Failure to appear will be grounds for dismissal for want of prosecution.

4. **DISCOVERY LIMITATIONS.** The discovery limitations of Rule 190.2, if applicable, or otherwise of Rule 190.3 apply unless changed below:
(a) Total hours per side for oral depositions.
(b) Number of interrogatories that may be served by each party on any other party.

5. **ALTERNATIVE DISPUTE RESOLUTION.**
(a) 08/19/16 By this date the parties must either (1) file an agreement for ADR stating the form of ADR requested and the name of an agreed mediator, if applicable; or (2) set an objection to ADR. If no agreement or objection is filed, the court may sign an ADR order.
(b) 09/09/16 ADR conducted pursuant to the agreement of the parties must be completed by this date.

6. 08/19/16 **DISCOVERY PERIOD ENDS.** All discovery must be conducted before the end of the discovery period. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period that the deadline for responding will be within the discovery period. Counsel may conduct discovery beyond this deadline by agreement. Incomplete discovery will not delay the trial.

7. **DISPOSITIVE MOTIONS AND PLEAS.** Must be heard by oral hearing or submission.
(a) 08/22/16 If subject to an interlocutory appeal, dispositive motions or pleas must be heard by this date.
(b) 08/22/16 Summary judgment motions not subject to an interlocutory appeal must be heard by this date.
(c) 08/22/16 Rule 166a(i) motions may not be heard before this date.

8. **CHALLENGES TO EXPERT TESTIMONY.** All motions to exclude expert testimony and evidentiary challenges to expert testimony must be filed by this date, unless extended by leave of court.

9. 08/10/16 **PLEADINGS.** All amendments and supplements must be filed by this date. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

10. Parties shall be prepared to discuss all aspects of trial with the court on this date.
TIME: Failure to appear will be grounds for dismissal for want of prosecution.

11. 09/19/16 **TRIAL.** If not assigned by the second Friday following this date, the case will be reset.

SIGNED

JAN 20 2016

KAREN SILVIO
23102 NAPLES DR
SPRING, TX 77373

JACLANEL M. MCFARLAND
Judge, 133RD DISTRICT COURT
Date Generated 01/19/2016

JCVO02D
rev.10272014

RECORDER'S MEMORANDUM
This instrument is of poor quality at the time of imaging

Unofficial Copy Office of Chris Daniel District Clerk

To All Counsel and Pro Se Parties:

NOTIFICATION OF COURT'S POLICY REGARDING ALTERNATIVE DISPUTE RESOLUTION ("ADR")

Please pay Special Attention to Sections 5(a) and 5(b) of the Docket Control Order.

5(a): The Court requires that by the listed date the parties either;
(1) supply the Court with the form of ADR, the date, and if mediation, the mediator's name;
(2) an objection to mediation WITH AN ORDER ATTACHED for the Court to either "Sustain" or "Overrule" the objection.

5(b): If the Court does not receive an objection pursuant to 5(a) by the date listed therein, the parties should then consider this an order to have mediation completed by the date listed here. Failure to do so is to be in non-compliance with a Court order and subject to sanctions.

The Court Order requires your client to personally appear at mediation. Telephone appearances at mediation are not acceptable.

THESE ARE CONSIDERED TO BE COURT ORDERS.

Unofficial Copy Office of Chris Daniel District Clerk

Case No. 201576246

DCORX

SILVIO, KAREN KRISTINE	*	IN THE DISTRICT COURT OF
vs.	*	HARRIS COUNTY, TEXAS
HAYS UTILITY SOUTH (A MANAGEME	*	133rd JUDICIAL DISTRICT

FILED
Chris Daniel
District Clerk
AUG 11 2016
Time:
By ______
Harris County, Texas
Deputy

DOCKET CONTROL ORDER

The following docket control order shall apply to this case unless modified by the court. If no date is given below, the item is governed by the Texas Rules of Civil Procedure.

1. **JOINDER.** All parties must be added and served, whether by amendment or third party practice, by this date. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THIS DOCKET CONTROL ORDER AT THE TIME OF SERVICE.

2. **EXPERT WITNESS DESIGNATION.** Expert witness designations are required and must be served by the following dates. The designation must include the information listed in Rule 194.2(f). Failure to timely respond will be governed by Rule 193.6.
(a) Experts for parties seeking affirmative relief.
(b) All other experts.

3. **STATUS CONFERENCE.** Parties shall be prepared to discuss all aspects of the case, including ADR, with the court on this date. TIME:
Failure to appear will be grounds for dismissal for want of prosecution.

4. **DISCOVERY LIMITATIONS.** The discovery limitations of Rule 190.2, if applicable, or otherwise of Rule 190.3 apply unless changed below:
(a) Total hours per side for oral depositions.
(b) Number of interrogatories that may be served by each party on any other party.

5. **ALTERNATIVE DISPUTE RESOLUTION.**
(a) **03/17/17** By this date the parties must either (1) file an agreement for ADR stating the form of ADR requested and the name of an agreed mediator, if applicable; or (2) set an objection to ADR. If no agreement or objection is filed, the court may sign an ADR order.
(b) **03/31/17** ADR conducted pursuant to the agreement of the parties must be completed by this date.

6. **03/17/17** **DISCOVERY PERIOD ENDS.** All discovery must be conducted before the end of the discovery period. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period that the deadline for responding will be within the discovery period. Counsel may conduct discovery beyond this deadline by agreement. Incomplete discovery will not delay the trial.

7. **DISPOSITIVE MOTIONS AND PLEAS.** Must be heard by oral hearing or submission.
(a) **03/20/17** If subject to an interlocutory appeal, dispositive motions or pleas must be heard by this date.
(b) **03/20/17** Summary judgment motions not subject to an interlocutory appeal must be heard by this date.
(c) **03/20/17** Rule 166a(i) motions may not be heard before this date.

8. **CHALLENGES TO EXPERT TESTIMONY.** All motions to exclude expert testimony and evidentiary challenges to expert testimony must be filed by this date, unless extended by leave of court.

9. **03/08/17** **PLEADINGS.** All amendments and supplements must be filed by this date. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

10. Parties shall be prepared to discuss all aspects of trial with the court on this date.
TIME: Failure to appear will be grounds for dismissal for want of prosecution.

11. **04/17/17** **TRIAL.** If not assigned by the second Friday following this date, the case will be reset.

SIGNED

AUG 11 2016

CHARLES P. DUNKEL JR
THREE RIVERWAY, SUITE 100
HOUSTON, TX 77056

24034427

JACLANEL M. MCFARLAND
Judge, 133RD DISTRICT COURT
Date Generated 08/10/2016

JCVO02D
rev.10272014

RECORDER'S MEMORANDUM
This instrument is of poor quality at the time of imaging

Unofficial Copy Office of Chris Daniel District Clerk

To All Counsel and Pro Se Parties:

NOTIFICATION OF COURT'S POLICY REGARDING ALTERNATIVE DISPUTE RESOLUTION ("ADR")

Please pay Special Attention to Sections 5(a) and 5(b) of the Docket Control Order.

5(a): The Court requires that by the listed date the parties either;
(1) supply the Court with the form of ADR, the date, and if mediation, the mediator's name;
(2) an objection to mediation WITH AN ORDER ATTACHED for the Court to either "Sustain" or "Overrule" the objection.

5(b): If the Court does not receive an objection pursuant to 5(a) by the date listed therein, the parties should then consider this an order to have mediation completed by the date listed here. Failure to do so is to be in non-compliance with a Court order and subject to sanctions.

The Court Order requires your client to personally appear at mediation. Telephone appearances at mediation are not acceptable.

THESE ARE CONSIDERED TO BE COURT ORDERS.

Unofficial Copy Office of Chris Daniel District Clerk

8/10/2016 11:39:37 AM
Chris Daniel - District Clerk
Harris County
Envelope No: 12091226
By: PALMER, EVELYN J
Filed: 8/10/2016 11:39:37 AM

CAUSE NO. 2015-76246

KAREN SILVO	§	IN THE DISTRICT COURT OF
	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS ✓ PI / CAFX
	§	
	§	
HAYS UTILITY SOUTH, A MANAGEMENT AND OPERATIONS COMPANY	§	133rd JUDICIAL DISTRICT

ORDER FOR CONTINUANCE

On this day, came on for hearing Defendant Hays Utility South Corporation's Motion for Continuance, and the Court having reviewed its file and having heard the argument of counsel is of the opinion that said motion should be GRANTED.

It is therefore, ORDERED, ADJUDGED and DECREED that this case be removed from the Court's trial docket on September 19, 2016, and that it be rescheduled for the Court's docket for April 17, 2017, in the 133rd Judicial District Court, of Harris County, Texas.

~~Plaintiff is ORDERED to serve citation on Defendant Birnam Wood Fairfax Homeowner Association, Inc. by ________________, 2016.~~

~~A new Docket Control Order shall be entered no later than ____________, 2016.~~

SIGNED THIS 19 day of August, 2016.

[signature]
HONORABLE JACLANEL McFARLAND

4824-4362-2454, v. 1

RECORDER'S MEMORANDUM
This instrument is of poor quality at the time of imaging

Unofficial Copy Office of Chris Daniel District Clerk

11/11/2016 12:38:30 PM
Chris Daniel - District Clerk Harris County
Envelope No. 13750612
By: EVELYN PALMER
Filed: 11/11/2016 12:38:30 PM

CAUSE NO. 2015-76246

P1
LD3PX

KAREN SILVIO	§	IN THE DISTRICT COURT OF
	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
	§	
HAYS UTILITY SOUTH,	§	
A MANAGEMENT AND	§	
OPERATIONS COMPANY	§	133rd JUDICIAL DISTRICT

Unofficial Copy Office of Chris Daniel District Clerk

Order on Defendant Hays Utility South Corporation's Motion for Leave to Designate Responsible Third Parties

On this day came on to be heard defendant Hays Utility South Corporation's ("Hays Utility") Motion for Leave to Designate Responsible Third Party, and the court grants the motion.

Accordingly, it is ORDERED that Birnam Wood-Fairfax Homeowners Association, Inc. and Harris County Water Control and Improvement District #136 are and shall be, each designated in this cause as a Responsible Third Party as authorized by, and for all of the purposes expressed in, Section 33.004 of the Texas Civil Practices and Remedies Code.

SIGNED this 19 day of December, 2016.

[signature]
JUDGE PRESIDING

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

EXHIBIT E

List of State Court Counsel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

KAREN SILVIO	§	
	§	
VS.	§	
	§	________ **CV-**________________
HAYS UTILITY SOUTH, A	§	
MANAGEMENT AND OPERATIONS	§	
COMPANY	§	

LIST OF STATE COURT COUNSEL

---

1. Counsel for Plaintiff Karen Kristine Silvio:

Pro se Plaintiff: **Karen Kristine Silvio**
23106 Naples Drive
Spring, Texas 77373
Telephone: 281.825.2851
Telefax: 888.830.9036
kristysilvio@yahoo.com

2. Counsel for Defendants Hays Utility South Corporation, Donald J. Hays & Robb Clark:

Charles P. Dunkel, Jr., Attorney-in-Charge
MILLS SHIRLEY L.L.P.
State Bar No. 24034427
Federal I.D. No. 569890
Three Riverway, Suite 100
Houston, TX 77056
Telephone: 713.225.0547
Telefax: 866.674.7808
cdunkel@millsshirley.com

3. Counsel for Defendant Cash America

Lindsay M. Daum
CASH AMERICA PAWN L.P.
Assistant General Counsel
State Bar No. 24092322
1600 W. 7th Street
Fort Worth, TX 76102
Telephone: 817.258.2613
Lindsay.daum@firstcash.com